



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, FF

Introduction:

The tenant has applied for an Order to cancel a Landlord Use Notice to End the Tenancy dated March 25, 2015 as well as seeking a monetary Order for compensation pursuant to section 51(2) of the Act.

Facts:

A tenancy began on October 16, 2010 with rent in the amount of \$ 5,527.90 due in advance on the first day of each month. The tenant paid a security deposit amounting to \$ 2,650.00 on October 16, 2010. The landlord issues a Notice to End the Tenancy pursuant to section 49 (4) of the Act; *a landlord that is a family corporation may end a tenancy in respect of a rental unit if a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.* A hearing was conducted in the presence of both parties. The landlord's agent confirmed that the landlord ZW personally intended personally to move into the unit.

Settlement:

The parties settled this matter and I have recorded the agreement pursuant to section 63(2) as follows:

- a. The parties have agreed to end the tenancy effective June 30, 2015 at 10:00 PM,
- b. The tenant will not pay any rent for May and June 2015 as consideration for this settlement, and
- c. The landlord who is holding rental cheques for May and June 2015 amounting to \$ 11,055.80 shall deliver them to the tenant's residence by close of business today, June 8, 2015 as consideration for this settlement.

Conclusion:

As a result of the settlement I have granted the landlord an Order for Possession effective June 30, 2015 at 10:00 PM. This order may be enforced in the Supreme Court of B.C. There shall be no order as to reimbursement of the filing fee herein as it wasn't part of the settlement. I have dismissed all of the tenant's other claims for compensation pursuant to section 49 (4) herein with leave to reapply. The parties are cautioned to deal with the security deposit in compliance with section 38 of the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 08, 2015

Residential Tenancy Branch

