



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gur Assra Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, O

Introduction

This was a hearing with respect to the tenant's application to cancel a two month Notice to End Tenancy for landlord's use. The hearing was conducted by conference call. The tenant attended with her daughter and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?

Background and Evidence

The rental unit is an apartment in Burnaby. The tenant has resided in the rental unit for many years. The landlord recently purchased the rental property and in May, 2015 it served the tenant with a two month Notice to End Tenancy for landlord's use. The Notice required the tenant to move out of the rental unit by July 31, 2015. The reason for the Notice to End Tenancy was that the landlord required the unit for use by its caretaker or resident manager.

The tenant applied to dispute the Notice to End Tenancy, but since she filed her application, she has found other accommodation and the landlord and the tenant have signed a mutual agreement to end tenancy whereby the tenant has agreed to move out of the rental unit by August 31, 2015.

Conclusion and settlement terms

At the hearing the parties advised me that this matter has been settled and requested that I set out the terms of the agreement in my decision.

The landlord and the tenant have agreed that the tenant will move out of the rental unit by August 31, 2015 and the tenant will have the month of August free of rent.

The tenant will not be responsible for performing any carpet cleaning or painting before she moves out.

The landlord has agreed to purchase the tenant's light fixtures and curtains installed in the rental unit. The purchase price for the curtains and light fixtures is the sum of \$650.00.

The tenant's security deposit will be dealt with at the end of the tenancy in accordance with the requirements of the *Residential Tenancy Act*.

Pursuant to the agreement recorded herein the tenant will move out by August 31, 2015 and the landlord will pay the tenant the sum of \$650.00 for the curtains and light fixtures, which will remain in the rental unit.

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: July 15, 2015

Residential Tenancy Branch

