



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Quay Pacific Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FF

This hearing, which started at 9:00 am, dealt with an application by the tenants for an order setting aside a 2 Month Notice to End Tenancy for Landlord's Use. The tenants appeared at the start of the hearing; the landlord did not.

The female tenant testified that she had served the Application for Dispute Resolution and Notice of Hearing on the landlord on July 16, 2015. Including in the tenants' evidence was an e-mail from the landlord to the male tenant dated July 21, 2015, in which he said "I received the dispute package" and an e-mail from the landlord to the male tenant dated July 29 in which the landlord refers to the September hearing. Satisfied that the Application for Dispute Resolution and Notice of Hearing had been served on the landlord I went ahead with the hearing.

At 9:47 am, just as the tenants were completing their testimony, the landlord joined the call. He apologized profusely and explained that he had been very ill that morning. He asked if the hearing could be postponed. I refused his request on the grounds that the hearing was almost completed. I asked the landlord to answer a few questions and he agreed. I then heard the landlord's evidence under oath.

At the completion of all the evidence the landlord, the tenants and I had a long discussion. At no point in the discussion did the landlord indicate that he was unable to proceed.

At the end of the discussion the parties agreed that the tenancy would end at **1:00 pm, November 30, 2015**, and that an order of possession was would be granted to the landlord.

The parties acknowledged that they understood the provisions of section 51 (1)(1.1) (the tenants did not have to pay the last month's rent) and section 51(2) (that if the landlord does not take steps toward the purpose for which the notice was given or if the unit is not used for the stated purpose for at least six months beginning within a

reasonable period after the effective date of the notice, the landlord must pay the tenant an additional amount equal to double the monthly rent).

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: September 16, 2015

Residential Tenancy Branch

