



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            CNL, OLC, FF

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 2 month Notice to End Tenancy dated December 23, 2015 and setting the end of tenancy for February 29, 2016
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was served on the Tenant by placing it in her mailbox prior to December 31, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was served on the landlord by mailing, by registered mail to where the landlord resides on January 8, 2016.

### Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated December 23, 2015?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy started on July 1, 2010. The present landlord purchased the rental property in the late spring or early summer of 2015. The present rent is \$1145 payable in advance on the first day of each month. The tenant paid a security deposit of \$487.50 in July 2010.

Grounds for Termination:

The Notice to End Tenancy relies on section 47(49) of the Residential Tenancy Act. That section provides as follows:

Landlord's notice: cause

- A family corporation owns the rental unit and it will be occupied by an individual who owns, or whose close family members own, all the voting shares
- The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant

The landlord represented that he needed the rental unit for his personal use as an office and storage area for business records which are presently being stored in a number of locations.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on June 1, 2016.
- b. The tenant is entitled to one month free rent in compensation for her rights under section 51(1) of the Act as the landlord served a two month Notice to End Tenancy on her.
- c. The tenant retains the right to end the tenancy prior to June 1, 2016 upon giving the landlord two weeks written notice.

**As a result of the settlement I granted an Order for Possession effective June 1, 2016. All other claims in the within application are dismissed.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: February 19, 2016

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Residential Tenancy Branch

