



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0900738 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNL OPL ERP PSF MNDC FF

Introduction

Both parties attended and confirmed that the Notice to End Tenancy dated December 8, 2015 to be effective February 12, 2015 was served personally and the Application for Dispute Resolution by registered mail. The effective date on the Notice is automatically corrected to February 29, 2016 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a two month Notice to End Tenancy must give two full month's notice and end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement according to section 49(2). I find the documents were legally served for the purposes of this hearing. The landlord testified that the Notice to End Tenancy was served as they intend to renovate the property. This was the tenant's application pursuant to the *Residential Tenancy Act* for orders as follows:

- a) To cancel a notice to end tenancy for landlord's use of the property pursuant to section 49;
- b) To compensate the tenant for persistent disturbance allegedly caused by the landlord's deception and coercion contrary to section 28 of the Act and for withdrawal of necessary facilities contrary to section 27 of the Act;
- c) To order the landlord to comply with the Act; and
- d) To recover the filing fee for this Application.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that they intend to renovate the property and the renovations require the tenant's unit to be vacant?

Has the tenant proved on the balance of probabilities that the landlord disturbed him contrary to section 28 of the Act and withdrew necessary facilities contrary to section 27 of the Act? If so, to how much compensation is he entitled?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in June 2012 or 2013 and a new owner took over the building in December

2015. Rent is \$550 a month and a security deposit of \$275 was paid. The landlord served a Notice to End Tenancy as they said they needed to do renovations in a way that needed the unit to be vacant. After discussion, the parties agreed to settle the matter on the following terms and conditions:

Settlement Agreement:

- 1. The tenant may continue to occupy his unit rent free until June 15, 2016 and the landlord will receive an Order of Possession for that date.**
- 2. There will be no refund of rent if the tenant decides to leave before June 15, 2016. This does not affect the security deposit.**

The tenant said the matter of lack of heat was resolved on January 4, 2016 and he does not wish to pursue his other claims. He said most of the problems were caused by issues with the last manager and there is now a new owner.

Included with the evidence is the Notice to End Tenancy, registered mail receipts, a time line of repairs being done and invoices paid to workmen. On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

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Analysis:

Based on the above noted settlement agreement, I dismiss the application of the tenant to cancel the Notice to End Tenancy. I find the tenancy is terminated on June 15, 2016 as agreed and the landlord is entitled to an Order of Possession effective June 15, 2016. I find the tenant is entitled to live in the unit rent free until June 15, 2016. I dismiss the remainder of the tenant's application as he said matters had been resolved and he wished to waive the remainder of his claim.

Conclusion:

The Application of the Tenant to set aside the Notice to End Tenancy is dismissed. The tenancy is at an end on June 15, 2016 as agreed. An Order of Possession is issued to the landlord effective June 15, 2016. No filing fee is awarded as the matter was settled.

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: March 09, 2016

