



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF, OLC

### 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 January 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 2 month Notice to End Tenancy was personally served on the Tenant on January 29, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on February 10, 2016. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated January 29, 2016?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a one year fixed term tenancy agreement that provided that the tenancy would start of May 1, 2015 and end on April 30, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$1000 per month payable in advance on

the first day of each month. The tenant(s) paid a security deposit of \$500 at the start of the tenancy.

The Notice to End Tenancy relies on the following:

- The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse

There is a problem with the 2 month Notice to End Tenancy. The Notice relies on a section that provides that an individual would move into the rental unit. The landlord is not an individual. Further, the Notice indicates the landlord is going to move in. However, the landlord intends to demolish the rental property and now has the permits to do so.

Settlement:

The parties reached a settlement at the hearing 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 March 31, 2016.
- b. The parties request that the arbitrator grant an Order for Possession for that date.
- c. The tenant shall be entitled to stay in the rental unit for March rent free in consideration for her rights under section 51(1) of the Act.
- d. The landlord shall pay to the Tenant the sum of \$2100 by March 29, 2016 which represents the landlord's obligation to pay the equivalent of 2 months rent under section 51(2) and the cost of the filing fee.
- e. In consideration of the above sum the Tenant releases and discharges the landlord from all claims she has for the equivalent of 2 months rent under section 51(2) of the Act.

Determination and Orders:

**As a result of the settlement I granted an Order for Possession effective March 31, 2016.**

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.

**I further ordered that the Landlord pay to the Tenant the sum of \$2100 by March 29, 2016.**

It is further Ordered that this sum be paid forthwith. The Tenant is given a formal Order in the above terms and the Landlord must be served with a copy of this Order as soon as possible.

Should the Landlord fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

The parties advised me that a second hearing between the parties relating to another unit in the same building is scheduled for hearing at 10:30 a.m. this morning. That hearing has not been assigned to me. This settlement does **not** include a resolution of that matter.

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 23, 2016

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Residential Tenancy Branch