



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause, a 2 Month Notice to End Tenancy for Landlord's Use of Property, and to dispute a rent increase. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

The tenant named two landlords in filing this application; however, only one landlord appeared. The landlord in attendance at the hearing is the manager of the property and the other named landlord is the owner of the property. The manager questioned the tenant's naming of the owner. The tenant explained that the property manager changes from time to time but the owner has remained consistent. I heard undisputed submissions that the owner was served with the tenant's hearing package and evidence. As an owner and an agent of the owner meet the definition of "landlord" under the Act, I was satisfied that the parties named on this application as landlords are both landlords and I was satisfied that both named landlords were served with notification of this proceeding. The owner did not appear and present a reason for not being named as a landlord. The manager stated that she is authorized to represent the owner with respect to tenancy related matters. In light of the above, I did not exclude the owner as a named party to this dispute.

I noted that the tenant had indicated she was disputing a 1 Month Notice to End Tenancy for Cause in filing this application but such a notice had not been provided in the evidence packages served. I confirmed with both parties that a 1 Month Notice had not been served upon the tenant and I amended the application accordingly.

At the outset of the hearing I explained the hearing process to the parties, including the time restrictions. Aside from disputing a rent increase, as indicated on the application, the evidence before me also pointed to other matters under dispute. As provided in the Rules of Procedure, I may sever unrelated issues filed under a single application. I confirmed with the parties that the most important issue to determine was whether the tenancy was to continue or end pursuant to the 2 Month Notice. Accordingly, I severed all other issues from this application and, if necessary, resolution of any other matters may be sought by way of filing another Application for Dispute Resolution

After both parties had an opportunity to be heard with respect to the 2 Month Notice, the parties turned their minds to resolving the dispute by way of a mutual agreement. I have recorded the mutual agreement reached by the parties during the hearing by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed upon the following terms during the hearing:

1. The tenancy shall end pursuant to the 2 Month Notice to End Tenancy for Landlord's Use of Property dated April 30, 2016 which is amended to reflect an effective date of August 31, 2016.
2. The tenant remains obligated to pay rent for July 2016.
3. The tenant is entitled to withhold rent otherwise payable for August 2016 in satisfaction of the tenant's compensation payable under section 51(1) of the Act.
4. The landlord shall be provided an Order of Possession with an effective date of August 31, 2016.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, the landlord is provided an Order of Possession with an effective date of August 31, 2016 to serve and enforce as necessary.

Conclusion

The parties reached a mutual agreement during the hearing with respect to ending the tenancy that I have recorded in this decision. In recognition of the mutual agreement, the landlord has been provided an Order of Possession with an effective date of August 31, 2016.

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: June 15, 2016

Residential Tenancy Branch