



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the two month Notice to End Tenancy dated June 24, 2016

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 served on the Tenant by registered mail on June 25, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on July 5, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated June 24, 2016?

Background and Evidence

The tenancy began on August 1, 2014. The present rent is \$945 per month payable in advance on the first day of each month. The tenants did not pay a security deposit.

Grounds for Termination:

The Notice to End Tenancy relies on section 49 of the Residential Tenancy Act. That section provides that the landlord has a good faith intention that

- 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

The landlord testified it is there intention that the rental unit will be occupied by his mother in law.

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 Act as follows:

- a. The parties mutually agree to end the tenancy on October 31, 2016.
- b. The parties request that the arbitrator issue an Order for Possession for October 31, 2016.
- c. The tenants are entitled to one month rent free as a result of being served with a 2 month Notice to End Tenancy and their entitlement under section 51 of the Act..
- d. The parties agree that if the tenants find alternative accommodation for a date earlier than October 31, 2016 the landlord requires 5 days notice only and will not make a claim for rent after that 5 day period provided the tenants have vacated the rental unit in accordance with the notice.

Determination and Orders:

As a result of the settlement I granted an Order for Possession effective October 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.

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: August 17, 2016

Residential Tenancy Branch