



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

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

- a. An order to cancel the two month Notice to End Tenancy July 27, 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 Tenants on July 27, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on August 4, 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 two month Notice to End Tenancy dated July 27, 2016?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on October 1, 2014. The rent is \$1300 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$650 and a pet damage deposit of \$650 at the start of the tenancy.

Grounds for Termination:

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

- All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit

The tenants have applied their entitlement under section 51 of the Act to the equivalent of one month rent to the rent for September. PM testified he purchased the property in late July. It is his intention to demolish the rental property and build a new house on the property.

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 October 16, 2016 and the Tenants shall vacate the rental unit by that time.
- b. The parties request the arbitrator issue an Order for Possession for that date.
- c. The tenant shall be entitled to live in the rental unit until October 16, 2016 rent-free.
- d. The landlord shall give the tenants a certified cheque in the sum of \$1300 for the security deposit and pet damage deposit on October 16, 2016 upon the tenants vacating the rental unit.
- e. If the tenants fail to properly clean the rental property the landlord retains the right to file a claim with the Residential Tenancy Act to recover the cost of garbage removal.

Determination and Orders:

As a result of the settlement I granted an Order for Possession effective October 16, 2016. All other claims 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: September 20, 2016

Residential Tenancy Branch