



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, RP

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for landlord's use of property and for an order that the landlord make repairs to the unit, site or property.

The tenant and an agent for the landlord attended the hearing, with the owner of the rental property. The landlord's agent also acted as interpreter for the owner landlord.

At the commencement of the hearing the parties agreed that the landlord named in the Tenant's Application for Dispute Resolution is not the landlord named in the 2 Month Notice to End Tenancy for Landlord's Use of Property. The landlord who issued the notice is the landlord who attended the hearing, and is the owner of the rental property. The Style of Cause on the frontal page of this Decision reflects the amended name of the landlord.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

1. The landlord will have an Order of Possession effective June 30, 2017 and the tenancy will end at that time;
2. If the tenant wishes to move out of the rental unit earlier than June 30, 2017, the tenant will provide the landlord with 1 month's written notice in accordance with the *Residential Tenancy Act*;
3. If the landlord decides to not move into the rental unit, the parties will enter into a new written tenancy agreement that specifies that the Order of Possession effective June 30, 2017 is null and void for all purposes; OR the landlord will pay to the tenant the sum of \$1,600.00;
4. The tenant will provide a list of repairs to the landlord by email;
5. The tenant will facilitate and allow entry to repair personnel on reasonable notice;

6. If repairs are not made in a timely manner, the tenant will be at liberty to make further application.

Conclusion

For the reasons set out above, and by consent, I hereby grant an Order of Possession in favour of the landlord effective June 30, 2017 at 1:00 p.m. and the tenancy will end at that time, unless the parties enter into a new tenancy agreement.

I further order that if the tenant wishes to vacate the rental unit before June 30, 2017, the tenant will provide to the landlord 1 months written notice in accordance with the *Residential Tenancy Act*.

I further order that if the landlord decides not to move into the rental unit, the parties will enter into another written tenancy agreement that specifies that the Order of Possession in favour of the landlord effective June 30, 2017 is null and void for all purposes, OR the landlord will pay to the tenant the sum of \$1,600.00.

I further order the tenant to provide by email a list of repairs requested, and I order the landlord to make all reasonable repairs in a timely manner. If not made in a timely manner, the tenant will be at liberty to make further application.

I further order the tenant to facilitate and allow access to repair personnel on reasonable notice.

I further order the parties to deal with the security deposit in accordance with the *Residential Tenancy Act*.

These orders are final and binding and may be enforced.

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: October 20, 2016

Residential Tenancy Branch

