



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, LAT, LRE, MNDC, OLC, RR

Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the 2 month Notice to End Tenancy dated August 2, 2016
- b. A monetary order in the sum of \$1200
- c. An order that the landlord provide services or facilities required by law
- d. An order suspending or setting conditions on the landlord's right to enter the rental unit.
- e. An order authorizing the tenant to change the locks to the rental unit.
- f. An order that the landlord comply with the Act, regulation and/or the tenancy agreement
- g. An order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

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.

The Tenant failed to prepare a monetary order worksheet and failed to deliver to the other side and to the arbitrator copies of documents that she was relying on. She testified she has been ill and hospitalized and was not able to do so. I determined that it was appropriate to sever her monetary claim and claim for the reduction of rent from this proceeding.

I find that the 2 month Notice to End Tenancy was personally served on the Tenant on August 4, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served the landlord on August 19, 2016.

I ordered that the following claims be severed and will not be part of this hearing. The Tenant has liberty to re-apply:

- a. A monetary order in the sum of \$1200
- b. An order that the landlord comply with the Act, regulation and/or the tenancy agreement
- c. An order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. An order to cancel the 2 month Notice to End Tenancy dated August 2, 2016
- b. An order that the landlord provide services or facilities required by law
- c. An order suspending or setting conditions on the landlord's right to enter the rental unit.
- d. An order authorizing the tenant to change the locks to the rental unit.

Background and Evidence

The parties entered into an oral tenancy agreement that provided that the tenancy would start on September 16, 2016. The rent is \$775 per month payable on the first day of each month. The tenant has not paid a security deposit.

On August 2, 2016 the landlord served a 2 month Notice to End Tenancy on the Tenant. The landlord testified that when the tenant first moved in he lived upstairs with his father, mother and wife. Since then he has had a child who is 3 years old and his wife is pregnant and due in December. The plan is that his parents will move into the suite downstairs as his mother is having mobility problems. A niece is coming from India to attend school in January.

Analysis:

I determine the landlord has a good faith intention for his parents to move into the rental unit. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy dated August 2, 2016.

Settlement:

During the hearing the parties reach a settlement and they asked that I record the settlement as follows:

- a. The parties mutually agree to end the tenancy on November 30, 2016.

- b. The parties request the arbitrator issue an Order for Possession for November 30, 2016.
- c. The tenant shall be entitled to live in the rental unit for November in consideration for her right under section 51(1) to receive the equivalent of one month rent.

As a result of the settlement I issued an Order for Possession effective November 30, 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 dismissed the tenant's claim for an order to change the locks and an order restricting the landlord's right of entry for the following reasons:

- The tenant failed to provide sufficient evidence to establish the landlord has wrongly entered into the rental unit.
- That on several occasions the tenant forgot her key inside and she requested that the landlord open the door on her behalf. An order to change the locks would prevent the landlord from assisting in this way.
- The landlord offered to install a lock but the tenant refused the landlord's proposed lock.

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 24, 2016

Residential Tenancy Branch