



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 November 23, 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.

I find that the 2 month Notice to End Tenancy was personally served on the Tenant on November 25, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to the address of service set out in the Notice to End Tenancy on December 7, 2016.

The landlord initially requested an adjournment as they did not receive the Tenant's Application for Dispute Resolution and evidence in a timely manner. The tenant submitted he sent it by registered mail to the address of service set out in the Notice to End Tenancy and he produced a photocopy of the envelope with his materials.. In any event the landlord stated it was not received.

Rather than adjourning the matter the parties engaged in settlement discussions and they reached a settlement.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the two month Notice to End Tenancy dated November 25, 2016?

Background and Evidence

The tenancy began in November 2004. The present rent is 855 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$337.50 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:

...

- A family corporation owns the rental unit and it will be occupied by an individual who owns, or whose close family members own, all the voting shares

Settlement:

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 March 31, 2017.
- b. The parties request that the arbitrator issue an Order of Possession for March 31, 2017.
- c. The tenant shall be entitled to apply his right to the equivalent of one month rent given under section 51(1) to the rent for January 2017.
- d. The tenant shall pay the rent for February and March when due on the first day of each month.
- e. The parties agree that should the tenant find alternative accommodation he shall be entitled to vacate the rental unit on 2 weeks written notice and the landlord waives a claim for rent for the period after that 2 week period provided the tenant vacates in accordance with that notice.

Determination and Orders:

As a result of the settlement I granted an Order of Possession effective March 31, 2017.

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: January 11, 2017

Residential Tenancy Branch

