



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING NON-PROFIT RENTAL ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL/CNQ, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- cancellation of the landlord's 2 Month Notice to End Tenancy Because the Tenant Does not Qualify for Subsidized Rental Unit pursuant to section 49.1;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing via conference call and provided affirmed testimony. The tenant stated that the landlord was served with the notice of hearing package via Canada Post Registered Mail on March 11, 2017. The landlord's agent (the landlord) confirmed service as claimed by the tenant. The tenant served the landlord with the submitted documentary evidence via facsimile on March 20, 2017. The landlord confirmed service as claimed by the tenant. The landlord stated that no documentary evidence was submitted by the landlord. As both parties have attended and have confirmed service of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been sufficiently served as per section 90 of the Act. Neither party raised any issues over service.

At the outset it was clarified with both parties that the tenant only seeks an order to cancel the 2 Month Notice to End Tenancy Because the Tenant Does not Qualify for Subsidized Rental Unit. The tenant clarified that the remaining two selections were made in error and requested that those be withdrawn.

Issue(s) to be Decided

Is the tenant entitled to an order canceling the 2 Month Notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties confirmed that the landlord served the tenant with the 2 Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit (the 2 Month Notice) dated February 16, 2017 on February 16, 2017 by posting it to the rental unit door. The 2 Month Notice sets out an effective end of tenancy date of April 30, 2017 and the reason as:

The tenant no longer qualifies for the subsidized rental unit.

The tenant argues that she does qualify for subsidized housing based upon the submitted documentary evidence as per the "Resident Management Guide".

The landlord clarified that the tenant is eligible for subsidized housing, but not for this particular rental unit. The landlord clarified that the rental is a 2 bedroom unit and the tenant is the lone occupant which is classified as "Overhoused". The landlord states that as such, the tenant should be occupying a "bachelor or a 1 bedroom unit".

Analysis

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed that the landlord would cancel the 2 Month Notice dated February 16, 2017.

Both parties agreed that the tenant would cancel the application for dispute.

Both parties agreed to mutually end the tenancy on July 31, 2017.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on July 31, 2017. The landlord is provided with these orders in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: April 06, 2017

Residential Tenancy Branch