



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNL, CNR

### 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 dated May 31, 2017
- b. An order to cancel the 10 day Notice to End Tenancy dated June 17, 2017

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

- a. An Order of Possession
- 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.

The Landlord's Application for Dispute Resolution was filed on July 13, 2017 and set for hearing on September 19, 2017. With the consent of the parties I ordered that the landlord's application be brought forward to be heard at the same time as the Tenants' application.

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 2 month personally served on the Tenant on May 31, 2017. Further I find that the 10 day Notice to End Tenancy was personally served on the Tenants on June 17, 2017. I find that Application for Dispute Resolution/Notice of Hearing and the Amended Application for Dispute Resolution filed by the Tenants was sufficiently served on the Landlord as the Landlord acknowledged service of the same. I find that the Application for Dispute Resolution filed Landlord was sufficiently served on the Tenants

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the two month Notice to End Tenancy dated May 31, 2017?
- b. Whether the tenants are entitled to an order cancelling the 10 day Notice to End Tenancy dated June 17, 2017?
- c. Whether the Landlord is entitled to an Order of Possession?
- d. Whether the Landlord is entitled to an order to recover the cost of the filing fee?

Background and Evidence

On February 1, 2015 the parties entered into a one year fixed term tenancy agreement that provided the tenancy would start on February 1, 2015 and end on January 31, 2016. The parties entered into a second one year fixed term tenancy agreement that provided the tenancy would start on February 1, 2016 and end on January 31, 2017 and become month to month after that. The present rent is \$800 per month payable in advance on the first day of each month. The tenants did not pay a security deposit.

The landlord served a 2 month Notice to End Tenancy on the Tenants on May 31, 2017. The tenant disputed the Notice. The landlord testified his tenancy is with JO only and that AL is not a tenant. The landlord further testified the tenants failed to pay the rent for June. The tenants testified the rent for June was paid. The tenants acknowledge the rent for July was not paid. The landlord further testified there was a misunderstanding between the parties. The tenants take the position that he told them he has sold the rental property. He testified the property has not been sold although there are possible buyers. He told them that he must regain possession to renovate the rental unit. The tenants testified they have experience some problems with the rental unit.

Grounds for Termination:

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

- The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant

Settlement:

At 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 August 31, 2017.
- b. The parties request the arbitrator issue an Order of Possession for August 31, 2017.
- c. The landlord releases and discharges the tenants from all claims he has for rent for the months of June 2017, July 2017 and August 31, 2017.
- d. The tenants release and discharge the landlord from all possible claims they have to the date of this hearing including a claim under section 51 for the equivalent of one month rent.
- e. The parties consent that the landlord claim that was set for hearing on September 19, 2017 shall be brought forward and is part of this settlement.

Order for Possession:

As a result of the settlement I granted the landlord an Order for Possession effective August 31, 2017. All other claims in both Applications for Dispute Resolution are dismissed. .

The tenants 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 final and binding on the parties.**

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: July 21, 2017

---

Residential Tenancy Branch