



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, FF

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the two month Notice to End Tenancy dated June 1, 2017

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.

I find that the 2 month Notice to End Tenancy was personally served on the Tenant on June 1, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was served on the landlord by mailing, by registered mail to where the landlord resides on June 16, 2017. With respect to each of the applicant's claims I find as follows:

Issues 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 June 1, 2017?

Background and Evidence:

The tenancy began on April 1, 2004. The tenancy agreement provided that the tenant(s) would pay rent of \$530 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$265 at the start of the tenancy. The rent has been increased to \$570 per month. .

Grounds for Termination:

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

- The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse

Settlement:

During the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The parties mutually agree to end the tenancy on November 30, 2017.
- b. The parties request the arbitrator to issue an Order of Possession for November 30, 2017.
- c. The parties agree that should the tenant find alternative accommodation prior to November 30, 2017 she will promptly advise the landlord when she is vacating the rental unit and the landlord agrees not to make claims for loss of rent for the failure to give proper notice. .
- d. The parties acknowledge that as the tenant has been served with a 2 month Notice to End Tenancy, she is entitled to the equivalent of one month rent free pursuant to her rights under section 51(1) of the Act.

Determination and Orders:

As a result of the settlement I issued an Order of Possession effective November 30, 2017.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession.

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 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: August 15, 2017

Residential Tenancy Branch