



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **INTERIM DECISION**

Dispute Codes CNL, MNDC, FF

### Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein she sought to cancel a 2 Month Notice to End Tenancy for Landlord's Use issued on December 4, 2017 (the "Notice"), monetary compensation from the Landlord and recovery of the filing fee.

The hearing was originally scheduled for January 30, 2018 and was adjourned to April 9, 2018 as a result of the late delivery of the Landlord's evidence. Both parties called into both hearings as did a witness for the Landlord on January 30, 2018 and three witnesses for the Tenant on April 9, 2018. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions.

The primary issue between the parties was whether the Landlord's proposed renovations required vacant possession of the rental unit as claimed on the Notice.

During the hearing on April 9, 2018, the Landlord confirmed she was agreeable to the Tenant vacating the rental unit for a period of time to facilitate the renovations and that the tenancy would continue.

### Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

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.

The terms of their settlement follow.

Settlement and Conclusion

1. The Landlord withdraws the 2 Month Notice to End Tenancy for Landlord's Use.
2. The repair/renovation to the rental unit shall begin as soon as possible and ideally within 7-14 days to minimize any water damage to the rental unit or adjacent units.
3. The tenancy shall continue during the proposed repair/renovation to the rental unit and the Tenant shall temporarily vacate the rental unit, at the request of the Landlord's contractor, for the purposes of facilitating prompt completion of the project.
4. The Landlord shall make her best efforts to minimize the time the rental unit must be vacant.
5. The Tenant agrees to temporarily reside with friends and family during the repair/renovation of the rental unit.
6. For each day the Tenant temporarily vacates the rental unit she shall be credited the sum of \$30.00, representing the per diem rate of rent for the unit, towards any rent payable.
7. Should the repair/renovations require the Tenant to temporarily remove her furniture and belongings from the rental unit she shall be at liberty to seek an Order for monetary compensation for the cost of storage of her furniture and belongings.
8. The Landlord is at liberty to apply for an additional rent increase pursuant to section 23 of the *Residential Tenancy Regulation*.

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 9, 2018

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Residential Tenancy Branch