



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a four month notice to end tenancy for landlord's use of property. Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord's agent also attended the hearing. Tenant JE attended the hearing. The other tenant AG was represented by an agent.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence package and stated that he had not submitted any evidence of his own. I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Has the landlord validly issued the notice to end tenancy and does the rental unit have to be vacant while the renovations are carried out?

Background and Evidence

The tenancy started on June 01, 2015. The current monthly rent is \$1,045.00 due on the first of each month. On October 23, 2018, the landlord served the tenant with a four month notice to end tenancy. The tenant acknowledged receipt of the notice on October 24, 2018 and disputed the notice in a timely manner on November 23, 2018. The landlord testified that the renovation work would take approximately 6-8 weeks.

During the hearing, both parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute under the following terms.

1. The tenants agreed to move out of the rental unit for the duration of the renovation work. The landlord agreed to allow the tenancy to continue after the renovation work is complete. The landlord will keep the tenants informed regarding dates that are scheduled for the renovation work.
2. The parties agreed to a new rental amount of \$1,400.00 starting after the renovation is complete and the tenant has moved back in.
3. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.
4. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings.

Conclusion

The tenants JE and AG and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

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: December 18, 2018

Residential Tenancy Branch