



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF, MNDC, PSF, RP

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;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlords with the notice of hearing package and the submitted documentary evidence in person on January 23, 2019. Both parties also confirmed that the landlord served the tenant with the submitted documentary evidence (save 14 pages of duplicate documents provided by the tenant). Neither party raised any service issues. I am sufficiently satisfied that both parties have been served with the notice of hearing package and the submitted documentary evidence.

Preliminary Issue(s)

The applicant has made multiple request(s) to be heard regarding the cancellation of the 2 month notice for:

- A monetary claim for damage or loss (\$1,216.00)

- An order for repairs
- An order for the landlord to provide services or facilities agreed upon but not provided

The tenant clarified that the monetary claim is for arrears for a material breach of the tenancy agreement; there is no handrail at tenant's stairs nor adequate lighting along required path to suite; cable tv was included on the rental agreement. The tenant also seeks safety measures be completed and that a parking spot be supplied to the tenant. Pursuant to Residential Tenancy Branch Rules of Procedure, Rules of Procedure 2.3 states that "if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply." In this regard I find that the tenant has applied for a monetary order for money owed or compensation for damage or loss, for an order for the landlord to make repairs and for an order for the landlord to provide services or facilities. As these sections of the tenant's application are unrelated to the main section which is to cancel the notice to end tenancy issued for landlord's use, I dismiss these sections of the tenant's claim with leave to reapply.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 2 month notice?
Is the tenant entitled to recovery of the filing fee?

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.

The tenant seeks an order cancelling the 2 month notice to end tenancy for landlord's use as the tenant states that the landlord does not intend to move into, or have a family member move into the basement suite.

Both parties confirmed that the landlords served the tenant with a 2 month notice to end tenancy for landlord's use dated January 13, 2019 with an effective end of tenancy date of March 31, 2019. Both parties confirmed that the landlord had in fact served the tenant on January 14, 2019 by posting it to the rental unit door. Both parties also confirmed the contents of the notice and the reason listed as:

The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).

The tenant argued that the landlords did not intend to occupy the rental space, but have not been given an explanation as they reside upstairs. The landlord stated the reclaimed space was to be used for the landlord's hobbies and storage.

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 to mutually end the tenancy on May 31, 2019, by which time the tenant will have vacated the rental unit.

The landlords agreed to withdraw the 2 Month Notice to End Tenancy for Landlord's Use dated January 15, 2019.

The tenant agrees to cancel the application for dispute of the 2 month notice.

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 May 31, 2019. The landlords are provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does 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: March 08, 2019

Residential Tenancy Branch