



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the four month Notice to End Tenancy dated August 28, 2019 and setting the end of tenancy for December 31, 2019.

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 4 month Notice to End Tenancy was served on the Tenant by posting on August 28, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on September 12, 2019. 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 four month Notice to End Tenancy dated August 28, 2019?

Background and Evidence:

The tenancy began on August 1, 2018. The tenancy agreement provided that the tenant(s) would pay rent of \$800 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

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:

Rather than proceeding with the litigation of this matter 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 at 6:00 p.m. on December 31, 2019.
- b. The parties request that the arbitrator issue an Order of Possession for December 31, 2019.
- c. The tenant shall be entitled to remain in the rental unit rent free for the month of December 2019.
- d. In addition the landlord shall pay to the Tenant the sum of \$1500 for moving expenses at the time the Tenant vacates the rental unit.
- e. The issue(s) of the return of the security deposit and/or damage to the rental unit if any shall be dealt with at the end of the tenancy by agreement between the parties or by application to the Residential Tenancy Branch in accordance with the Act.

Determination and Orders:

As a result of the settlement I issued an Order of Possession effective at 6:00 p.m. on December 31, 2019.

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: November 12, 2019

Residential Tenancy Branch