



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNL, FF

### Introduction

This hearing concerns the tenant's application for cancellation of a 2 month notice to end tenancy for landlord's use of property / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began approximately 8 years ago. Monthly rent is \$950.00 and a security deposit of \$475.00 was collected.

The landlord issued a 2 month notice to end tenancy for landlord's use of property dated April 4, 2012. The notice was served in-person on the tenant on April 10, 2012. The tenant filed an application to dispute the notice on April 20, 2012. A copy of the notice was submitted in evidence. The reason shown on the notice for its issuance is 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.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties led to a resolution. Specifically, it was agreed as follows:

### **RECORD OF SETTLEMENT**

- that the tenant will vacate the unit by not later than June 30, 2012, and that an order of possession will be issued in favour of the landlord to that effect;
- that payment of rent for the month of June 2012 is waived;
- that the tenant will give the landlord's agent, "Ben" 24 hours' notice of the specific date and time when he can meet with Ben and the landlord's other agent, "FL" in order to return the unit keys;
- that at such time as the parties meet, in exchange for the keys the landlord's agents will hand deliver a cheque to the tenant in the amount of \$1,016.81, and that a monetary order will be issued in favour of the tenant to that effect;
- that the above cheque is comprised of the following components:
  - i) \$475.00: the original security deposit
  - ii) \$16.81: interest accrued on the original security deposit
  - iii) \$475.00: a "moving allowance"
  - iv) \$50.00: the filing fee

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Saturday, June 30, 2012**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,016.81**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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: May 09, 2012.

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Residential Tenancy Branch