



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Dispute Codes: OPL, CNL, OLC, MNDC, FF

Introduction

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

Issue(s) to be Decided

The issues to be decided in relation to the Landlords' application, is whether the Landlord is entitled to an Order of Possession pursuant to a Notice to End Tenancy that was served pursuant to section 49 of the *Residential Tenancy Act (Act)*, and to a monetary Order for money owed or for compensation for damage or loss under the *Act, Regulation* or tenancy agreement.

The issues to be decided in relation to the Tenant's application, is whether the Notice to End Tenancy that was served pursuant to section 49 of the *Act* should be set aside, whether the Tenant is entitled to an Order requiring the Landlord to comply with the *Act*, within a reasonable period of time, and whether the Tenant is entitled to recover the filing fee from the Landlord for the cost of filing this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that the Landlord served the Tenant with a Notice to End Tenancy for a Landlord's Use of Property. The Landlord submitted a copy of the Notice to End tenancy, which has not been signed or dated by the Landlord. The parties were advised that this Notice is not effective, as it has not been signed or dated, however both parties were advised that the Landlord could serve a new Notice to End Tenancy for Landlord's Use of Property.

The Landlord and the Tenant agree that they would like the tenancy to end. The parties agreed to settle this dispute by mutually agreeing that the tenancy will end on November 30, 2008.

The Tenant agrees that he owes \$950.00 in rent for October, and he will mail a cheque in that amount to the Landlord today, to pay for his rent for October. The Tenant and the Landlord agree that the Tenant does not have to pay rent for November of 2008 to compensate him for the equivalent of one month's rent that would be due to him pursuant to section 51(1) of the *Act*, if the Landlord ended the tenancy pursuant to section 49 of the *Act*.

The Tenant agrees to remove his laundry from the washing machine and clothes dryer before he leaves his rental unit for any time.

Conclusion

On the basis of the agreement reached by the two parties I will be issuing a monetary Order to the Landlord in the amount of \$950.00. In the event that the Tenant does not pay his rent for October of 2008, this Order may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

On the basis of the agreement reached by the two parties, I will also be issuing an Order of Possession, which is effective on November 30, 2008. This order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

Date of Decision: October 06, 2008
