



Dispute Resolution Services

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

Decision

Dispute Codes: CNE, RR, FF

Introduction

This hearing dealt with an application from the tenant for cancellation of a notice to end tenancy (tenant's employment with landlord has ended), allowance for a reduction in rent, and recovery of the filing fee for this application. Both parties participated in the hearing and gave affirmed testimony.

Issues to be Decided

- Whether the tenant is entitled to any or all of the above

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on August 1, 2008. Rent in the amount of \$750.00 is payable in advance on the first day of each month. No security deposit or pet damage deposit was collected. The unit was provided to the tenant in conjunction with her employment contract with the landlord.

By letter dated February 28, 2009, the landlord informed the tenant that her employment would be terminated effective March 31, 2009. In association with this, the landlord issued a 1 month notice to end tenancy for end of employment. The notice was dated February 28, 2008 and identifies March 31, 2009 as the date by when the tenant must vacate the unit. The tenant states the notice was slipped under her door and that she became aware of it on March 1, 2009.

In response to the notice, the tenant filed an application for dispute resolution. In her application the tenant seeks cancellation of the notice, in addition to a reduction in rent for costs related to painting in the unit, and damage to her personal property.

During the hearing the parties exchanged views on the matters of dispute and undertook to try to settle the matter.

Analysis

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the tenant will vacate the unit by no later than June 15, 2009, and that an *order of possession* will be issued to the landlord to that effect;
- that by way of either a certified cheque or money order the tenant will make payment to the landlord in the amount of \$1,050.00, and that a *monetary order* will be issued to the landlord in that regard;
- that the tenant will make the above payment by no later than midnight, Tuesday, May 5, 2009 by depositing the certified cheque or money order into the steel box located in the laundry facilities;
- that the above payment comprises all rent due for the months of April and May 2009;
- that the tenant will be responsible for payment of one half month's rent for June 2009 which, according to the residential tenancy agreement in place between the parties, is due "in advance on or before the first day of each month."
- that the above particulars comprise full and final settlement of this dispute for both parties.

Conclusion

Pursuant to the above agreement, I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., June 15, 2009**. 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.

Further, pursuant to the above agreement I hereby grant the landlord a monetary order under section 67 of the Act for **\$1,050.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: May 4, 2009

Dispute Resolution Officer