



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, FF

Introduction

This matter dealt with an application by the Landlord to enforce a Tenant's notice to end the tenancy and to recover the filing fee for this proceeding.

At the beginning of the hearing, the Tenant admitted that she had not served the Landlord with her evidence package and as a result, it is excluded pursuant to RTB Rule of Procedure 11.5(b).

Issue(s) to be Decided

1. Is the Landlord entitled to end the tenancy?

Background and Evidence

This month-to-month tenancy started on November 1, 2010. Rent is \$700.00 per month payable in advance on the 1st day of each month.

The Landlord said that on September 1st or 2nd, 2011 he received a telephone call from his on-site manager who advised him that the Tenant told him she'd move out if the Landlord returned her rent for September 2011. The Landlord said he agreed as long as the Tenant moved out right away (ie. within 3 days). The Landlord said he arrived at the rental unit on September 6, 2011 with the Tenant's rent money for September 2011 but she wanted to stay until September 30, 2011 so she agreed that he could keep the rent money for September. The Landlord said the Tenant then gave him a written notice effective September 30, 2011. The Landlord said the Tenant then sent him another letter dated September 26, 2011 in which she said she was revoking her earlier notice and would be moving out November 1, 2011 instead.

The Tenant said she was "forced" to give her notice ending the tenancy because she was frustrated with other tenants and the on-site building manager who she felt were harassing her and trying to force her to leave. The Tenant said she was unable to find other accommodations for September 30, 2011 and admitted that she was also unable to find other accommodations for October 31, 2011.

Analysis

Section 63(2) of the Act says that “if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.” During the hearing the parties agreed that the Landlord would receive an Order of Possession to take effect on November 30, 2011.

As the Landlord has been successful in this matter, I also find that he is entitled pursuant to s. 72(1) of the Act to recover from the Tenant the \$50.00 filing fee he paid for this proceeding.

Conclusion

An Order of Possession to take effect on November 30, 2011 and a Monetary Order in the amount of \$50.00 have been issued to the Landlord. A copy of the Orders must be served on the Tenant; the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) 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: October 31, 2011.

Residential Tenancy Branch