



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OLC

Introduction

This matter dealt with an application by the Tenant to cancel a One Month Notice to End Tenancy for Cause dated October 11, 2011, for compensation for damage or loss under the Act or tenancy agreement and for an Order that the Landlord comply with the Act or tenancy agreement.

RTB Rule of Procedure 2.3 states that “if in the course of the dispute resolution proceeding, the Dispute Resolution Officer determines that it is appropriate to do so, the Dispute Resolution Officer may dismiss unrelated disputes contained in a single application with or without leave to reapply.” I find that the Tenant’s applications for an Order that the Landlord comply with the Act and for compensation are not substantially related to her application to cancel a Notice to End Tenancy and as a result they are severed from this matter and the Tenant is granted leave to reapply for that relief.

Furthermore, the Tenant admitted that she served the Landlord with her application by posting it to the door of his residence. Section 89(1) of the Act says that an application for a Monetary Order **must** be served in person or by registered mail. Consequently, the Tenant’s application for a Monetary Order could not be heard at this time in any event because it was not served as required by s. 89 of the Act.

Issue(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

Background and Evidence

This fixed term tenancy started on March 15, 2011, expired on September 30, 2011 and continued on a month-to-month basis thereafter. Rent is \$1,350.00 per month which includes utilities.

On September 6, 2011 the Parties participated in the hearing of an application by the Tenant to cancel a One Month Notice to End Tenancy for Cause dated July 28, 2011 which alleged a breach of a material term of the tenancy agreement. The Tenant’s application was granted and the Notice was cancelled. On October 11, 2011, the Landlord served the Tenant in person with another One Month Notice to End Tenancy

for Cause which alleged a number of other grounds. At the beginning of the hearing of this application, however, the Parties agreed to settle their dispute.

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. To that end, I find that the Parties' have agreed to settle this dispute on the following terms:

1. The Tenant withdraws her application to cancel the One Month Notice to End Tenancy for Cause dated October 11, 2011;
2. The Parties mutually agree that the tenancy will end on November 21, 2011 at 6:00 p.m. and that the Landlord will receive an Order of Possession to that effect; and
3. The Landlord agrees that the Tenant will not be responsible for paying rent for the month of November 2011.

Conclusion

The Tenant's application for compensation for damage or loss under the Act or tenancy agreement and for an Order that the Landlord comply with the Act is dismissed with leave to reapply. The Tenant's application to cancel a One Month Notice to End Tenancy for Cause is withdrawn. The Landlord will receive an Order of Possession to take effect on November 21, 2011 at 6:00 p.m.

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 17, 2011.

Residential Tenancy Branch