



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNC, FF

### Introduction

The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause and to recover the filing fee costs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Preliminary Matters

At the start of the hearing the tenant asked that I speak slowly, as English is his second language. I ensured that I spoke slowly and that the tenant was given every opportunity to clarify matters throughout the hearing. At the end of the hearing, when each party was given the opportunity to make final submissions, after I had explained the outcome of the hearing; the tenant was satisfied and expressed no concerns in relation to his understanding of the outcome and his agreement to vacate.

### Issue(s) to be Decided

Should the 1 Month Notice to End Tenancy for Cause issued on April 26, 2012, be cancelled?

Is the tenant entitled to filing fee costs?

### Background and Evidence

The tenancy commenced in April, 2011, rent is \$700.00 per month, due on the first day of each month. This is a verbal agreement.

The landlord and the tenant agree that on May 9, 2012, a 1 Month Notice to End Tenancy for Cause was served on the tenant by posting to the door, indicating that the tenant was required to vacate the rental unit on June 1, 2012.

The Notice was post-dated for April 26, 2012.

The tenant confirmed receipt of the Notice on May 10, 2012, and applied to cancel the Notice on May 14, 2012. The landlord did not dispute the date of service.

The reason stated for the Notice to End Tenancy was that the tenant has been repeatedly late paying rent.

Several times during the hearing the tenant testified that he would vacate the unit on June 30, 2012. The tenant understood that the landlord had verbally requested possession of the unit and that the landlord could then be entitled to an Order of possession. The tenant confirmed understanding of the outcome of withdrawing his request to cancel the Notice and his agreement to vacate the unit, based on the effective date of the Notice.

The landlord stated she did not wish to enter into a mutual agreement to end the tenancy as there are issues in relation to payment of rent. The landlord testified that she wishes to apply for an Order of possession in relation to unpaid rent based upon a 10 Day Notice to end tenancy for unpaid rent that has been issued.

### Analysis

As the tenant clearly confirmed that he will vacate the unit on June 30, 2012, and that the landlord may have possession of the unit on that date, I find, pursuant to section 44 of the Act, that the tenancy will end effective June 30, 2012.

Therefore, pursuant to section 62(3) and 55 of the Act I find that the Notice issued on April 26, 2012, is of full force and that the landlord is entitled to possession of the unit effective June 30, 2012, at 1 p.m.

I did not take testimony from the landlord in relation to the reason on the Notice as the earliest effective date of the Notice issued on April 26, 2012, and served to the tenant on May 10, 2012, is June 30, 2012.

As the tenant did not dispute the Notice, by agreeing to vacate the unit and I find that the tenant's application is dismissed and that the Notice is of full force, the landlord's submission was not necessary.

Therefore, the landlord has been granted an Order of possession that is effective **at 1 p.m. on June 30, 2012**. This Order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord is at liberty to submit any application for dispute resolution requesting an order of possession for an earlier date and for any other matter related to this tenancy.

Conclusion

The tenant has agreed to vacate the rental unit on the effective date of the Notice, June 30, 2012, at 1 p.m.

The tenant's application is dismissed.

Therefore, I find that the Notice to end tenancy for cause issued on April 26, 2012, is of full force and effect.

The landlord has been granted an Order of possession that is effective **at 1 p.m. on June 30, 2012**. This Order may be served on the tenant, filed with the Supreme Court of British Columbia 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: June 06, 2012.

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Residential Tenancy Branch