



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was personally served on the Tenant on April 1, 2013. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on April 18, 2013. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated April 1, 2013?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began approximately 6 years ago. The present rent is \$650 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$325 at the start of the tenancy.

The tenant withheld \$50 of the rent saying he was entitled to deduct this sum for compensation for loss of food that resulted after the power went out. The landlord served a 10 day Notice to End Tenancy on the Tenant. The Tenant paid the \$50 shortly thereafter.

In late April the landlord served a 2 month Notice to End Tenancy on the tenant.

Analysis

I ordered that the 10 day Notice to End Tenancy dated April 1, 2013 be cancelled as it was null and void after the tenant paid the arrears within 5 days of being served.

The parties requested clarification of their rights surrounding the two month notice and have made an agreement that reflects the provision of the Residential Tenancy Act as follows:

- a. The tenant shall be entitled to live in the rental unit for the month of June 2013 rent free as provided for under section 51 of the Residential Tenancy Act as he is entitled to apply the equivalent of one month rent to the last month of his tenancy..
- b. The parties consent to the issuance of an Order for Possession effective June 30, 2013.

As a result of the settlement I granted the landlord an Order for Possession effective June 30, 2013. All other claims in this application are dismissed. At the hearing the tenant raised the issue of compensation for his loss of food. The landlord disputed the claim. The tenant has liberty to file an Application for Dispute Resolution to have that matter determined should he wish to do so. I have not considered that claim.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: May 15, 2013

Residential Tenancy Branch

