



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking more time to apply to cancel a notice to end tenancy and to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

As the tenant received a 1 Month Notice to End Tenancy for Cause on May 17, 2013, the same day it was issued by the landlord, and the notice indicates that the tenant had 10 days to file an application to dispute the Notice, I find the tenant had until May 27, 2013 to do so. As the tenant filed his Application on May 23, 2013 he has submitted his Application within the 10 day time limit and there is no need to grant the tenant more time to apply. I amend the tenant's Application to exclude the matter of additional time to file an application to dispute the Notice.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

During the hearing the landlord identified that the parties had a previous settlement agreement resulting from a hearing on May 8, 2013. That agreement stipulated that as of May 12, 2013 the squatter allowed to live on the property by the tenant must vacate the property and failure to have the squatter removed could result in the landlord issuing a notice to end tenancy for cause.

There is a secondary condition from the agreement that requires the tenant to pay all outstanding rental arrears no later than August 1, 2013.

As the squatter had failed to vacate by May 12, 2013 the landlord issued a 1 Month Notice to End Tenancy for Cause, the subject of this hearing.

The parties agreed that as of today's date the squatter was in the process of moving off the property. The landlord is now satisfied that the tenant has met the first condition set out in the agreement of May 8, 2013 and is willing to withdraw the 1 Month Notice to End Tenancy for Cause issued May 17, 2013. The tenant agrees to the withdrawal of the Notice.

I note, however, the tenant is still bound by both conditions and should the squatter fail to complete the move off the property the landlord may issue a new 1 Month Notice to End Tenancy for Cause.

Conclusion

As a result of the agreement of the parties, I find the tenancy will remain in full force and effect subject to the settlement agreement of May 8, 2013.

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 24, 2013

Residential Tenancy Branch