



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OPL & FF

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 two month Notice to End Tenancy was sufficiently served on the tenant on November 6, 2013. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. With respect to each of the applicant's claims I find as follows:

Issue(s) 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?
- b. Whether the Tenant is entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to an Order for Possession?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties began 9 to 10 years ago. The present rent is \$600 per month payable in advance on the first day of each month.

Settlement:

The landlord served a two month Notice to End Tenancy dated November 6, 2013 that set the end of tenancy for January 6, 2014. The parties agreed that the Residential Tenancy Act required that the end of tenancy date be set for January 31, 2014. The tenant did not dispute the Notice provided it set the end of tenancy for January 31, 2014.

As a result the parties entered into a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree that the end of tenancy date is to be amended to January 31, 2014 and the tenancy is to end on that date.
- b. The parties agree that tenant is entitled to stay in the rental unit for January 2014 without paying rent as part of his entitled to the equivalent of one month rent that is provided in section 51(1) of the Residential Tenancy Act.

As a result of the settlement I granted an Order for Possession effective January 31, 2014. All other claims in the Applications filed by each party are dismissed.

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: January 06, 2014

Residential Tenancy Branch

