



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### 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 10 day Notice to End Tenancy was personally served on the Tenant on February 7, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on February 12, 2014. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated February 7, 2014?

### Background and Evidence

The tenancy began on August 1, 2013 when the parties entered into a one year fixed term written tenancy agreement that was to end on July 31, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$950 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$475 on July 22, 2013.

The tenant owes rent in the sum of \$350 for February 2014 and rent in the sum of \$950 for April 2014.

Settlement:

At the hearing the parties reached 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 to end the tenancy on May 31, 2014.
- b. The parties request that the arbitrator issue an Order for Possession for May 31, 2014.
- c. The tenant represents that she will pay the rent for April in the sum of \$950 by April 3, 2014 and the rent for May in the sum of \$950 by May 1, 2014. The parties acknowledge the sum of \$350 is owed in arrears of rent and the parties will negotiate as to when that sum will be paid.
- d. The landlord releases and discharges the tenant from any claim it may have for loss of rent for the fixed term portion of the tenancy agreement after the end of the tenancy and the liquidated damage claim in the sum of \$250 on the condition that the tenant vacate the rental unit on or before May 31, 2014.

Order for Possession

**As a result of the settlement I granted the landlord an Order for Possession effective May 31, 2014.**

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: April 02, 2014

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Residential Tenancy Branch

