



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants to: cancel a notice to end tenancy for cause and to recover the filing fee for the cost of the Application.

The Tenant and one of the Landlords appeared for the hearing and no issues in relation to the service of the Notice of Hearing documents were raised by the parties.

However, the Tenant testified that he had received the Landlords’ written evidence late and the Landlord confirmed that it had been served to the Tenant four days prior to this hearing. As this evidence was also not received by the Residential Tenancy Branch in accordance with the Rules of Procedure, which are also outlined in the fact sheet provided to the Landlord, I did not consider this evidence for the hearing.

At the start of the hearing, I determined that the Tenant wanted to cancel a notice for the Landlord’s use of the property and not for cause. As a result, I amended the Tenant’s Application accordingly pursuant to Section 64(3) (c) of the Act.

I also determined that while the Tenant had not selected any of the Monetary Order boxes on the Application, the Tenant had put in an amount of \$1,300.00 which he wanted to claim for compensation pursuant to Section 51(2) of the Act. However, the Tenant was still residing at the rental suite and as a result I dismissed this portion of the Tenant’s Application with leave to re-apply because it is premature.

When the hearing commenced and I had determined that the time limit under Section 49.1(5) and (6) to dispute the 2 Month Notice to End Tenancy for Landlord’s Use of Property had passed and that Tenant had already received compensation pursuant to Section 51(1) of the Act, the Landlord and Tenant agreed to end the tenancy through a settlement agreement.

Analysis & Conclusion

Pursuant to section 63 of the Act, the arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the Application.

Both parties agreed to settle the Application in full under the following terms:

1. The Landlord and Tenant agreed to end the tenancy on May 31, 2014.
2. The Landlord is issued with an Order of Possession effective for this date.
3. The Tenant agreed to pay the Landlord full rent for May, 2014 (last month) in the amount of \$1,300.00.
4. The Tenant will assume and incur the cost of the filing fee.

This agreement is fully binding on the parties.

I draw the attention of the parties to Section 51(2) of the Act which explains the Tenant's right to compensation if the Landlord fails to take steps to accomplish the stated purpose on the notice to end tenancy for Landlord's use of the property.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **at 1:00 pm on May 31, 2014**. This order may be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the suite.

The Tenant's Application for monetary compensation is dismissed with leave to re-apply.

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 01, 2014

Residential Tenancy Branch

