



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a 1 Month Notice to End the Tenancy for Cause, issued on November 28, 2014.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary matter

At the outset of the hearing counsel for the landlord requested that his name be removed as a respondent as he was incorrectly or wrongly added as a part to the dispute. As a result, I find it appropriate to grant counsel's request by removing counsel as a respondent.

Counsel for the landlord objected to the tenant's evidence that was filed with the Residential Tenancy Branch on December 24, 2014. Counsel submits the evidence was received by the landlord on December 29, 2014, and was not filed or served in accordance with the Residential Tenancy Branch Rules of Procedure (the "rules").

Counsel submits the evidence could have been submitted at the time the application that was filed on December 8, 2014 or at the very latest when the original evidence was filed on December 10, 2014, as all the evidence in the December 24, 2014, package was available. Counsel submits this was purposely done by the tenant's agent to ambush the landlord.

I have reviewed the evidence filed on December 24, 2014, all evidence submitted in the package was available to be filed with their application on December 8, 2014 or when they filed their original evidence on December 10, 2014. I find this was an unreasonable delay and was likely to place the landlord at a disadvantage.

I find the tenant has not complied with rules 2.5 and 3.14 of the Rules of Procedures. As a result, I grant the landlord's counsel request and exclude the tenant's evidence that was filed on December 24, 2014, as it would be administrative unfair and the principles of natural justice require that a person be informed and given particulars.

Settlement

During the hearing the parties agreed to settle this matter, on the following conditions:

- 1) The parties mutually agreed to end the tenancy effective January 31, 2014, at 1:00pm, the landlord is granted an order of possession;
- 2) The tenant agreed that rent for January 2014, has not been paid and will be pay the outstanding rent in cash on January 10, 2014; the parties agreed that the landlord will attend to the rental premises on January 10, 2014, to pick up the cash payment and issue a receipt for payment to the tenant; and
- 3) The parties agreed to conduct the move-out condition inspection on January 31, 2014 at 1:00pm.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

As a result of the above settlement, the landlord is granted an order of possession.

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 07, 2015

Residential Tenancy Branch

