



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kin Wah Company Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC,FF

Introduction:

The tenant Z.I. has applied for an Order to cancel a Notice to End the Tenancy dated February 16, 2015 for Cause.

Facts:

A hearing was conducted in the presence of both parties. A tenancy began on March 1, 2012 with a total rent in the amount of \$ 1,560.00 due in advance on the first day of each month. The tenant paid a security deposit amounting to \$ 500.00 on March 1, 2012. The parties entered into a Commercial Lease with Z.I. and B.J. where Z.I. resided in one of the units possibly creating a residential tenancy for Z.I. The landlord issued a Notice to End the Tenancy dated February 16, 2015 for Cause, which the tenant Z.I. disputed.

Settlement:

The parties settled this matter and I have recorded the agreement pursuant to section 63(2) as follows:

- a. The parties herein have agreed to end the tenancy with Z.I. effective July 31, 2015 at 1:00 PM, and
- b. The tenant Z.I. will continue to pay his portion of the rent amounting to \$ 1,052.00 for the remainder of this tenancy.

Conclusion:

As a result of the settlement I have granted the landlord an Order for Possession as against Z.I. effective July 31, 2015 at 1:00 PM. This order may be enforced in the Supreme Court of B.C. I have cancelled the Notice to End the Tenancy dated February 16, 2015. There shall be no order as to reimbursement of the filing fee herein. The parties are cautioned to deal with the security deposit in compliance with section 38 of the Act.

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: March 24, 2015

Residential Tenancy Branch

