



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FF

### Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated May 27, 2015.

The rental unit is a one bedroom condominium apartment in a thirty unit condominium building.

The tenancy started July 31, 2012. The monthly rent is \$875.00. The landlord does not hold any deposit money.

The parties were able to resolve the dispute at hearing. I therefore make no finding about whether or not the tenant had given just cause for the Notice to End Tenancy.

It was agreed:

1. The tenancy will end on July 31, 2015 and the landlord will have an order of possession for one o'clock on that day,
2. The tenant is entitled to reimbursement for a \$100.00 cleaning cost and a \$210.00 repair bill dated April 18, 2013 regarding repairs to the suite. She is entitled to deduct that total of \$310.00 from the \$875.00 rent owing for July 2015. The landlord will have a monetary order against the tenant for the remaining \$565.00 of July rent.

The tenant has claimed recovery of the \$50.00 filing fee but that claim was not discussed as part of the settlement. Normally in these circumstances, where the parties

achieve a settlement at the hearing, the filing fee is apportioned equally between them. I would recommend that the parties agreed to such a solution. That would result in a reduction of the July rent owing by a further \$25.00, to \$540.00.

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: July 14, 2015

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Residential Tenancy Branch

