



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding S & P EQUESTRAIN CENTRE LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act, (the “Act”), to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property, issued on May 26, 2015 (the “Notice”), for a monetary order for money owed or compensation for damage or loss under the Act, and to recover the filing fee from the landlord.

Both parties appeared. The tenant confirmed receipt of all evidence submissions from the landlord. The tenant provided no documentary evidence or written submissions.

Section 59 (2) of the Act states an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings.

In this case, the tenant has requested monetary compensation; however no amount was requested in their application and no particulars were provided. The principles of natural justice require that a respondent be informed and given particulars of the claim against them. Therefore, I dismiss the tenant’s application that relates to monetary compensation with leave to reapply.

### Issue to be Decided

Should the Notice be cancelled?

### Introduction

The tenant indicated during the hearing that they are sure the respondents will prove their case and are not disputing the reason stated in the Notice. The tenant stated that they have not found alternative living accommodations and are seeking additional time to vacate.

During the hearing the parties agreed to settle these matters, on the following conditions:

- 1) The parties agreed that the effective vacancy date in the Notice will be extended to **August 7, 2015 at 1:00 pm.**

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

As the tenancy legally ends on the above date, I dismiss the tenant's application to cancel the Notice. I decline to award the tenant the cost to recover the filing fee from the landlord.

The landlord's counsel requested an order of possession on the above effective vacancy date.

I find the request of the landlord's counsel reasonable and I grant an order of possession effective **August 7, 2015 at 1:00 pm**, pursuant to section 62(3) and 55 of the Act. A copy of this order must be served on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

### Conclusion

The tenant's application for a monetary order is dismissed with leave to reapply.

The tenant's application to cancel the Notice is dismissed. The landlord is granted an order of possession on the above extended effective date.

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 30, 2015

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Residential Tenancy Branch

