



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was sufficiently served on the Tenant by posting on August 19, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Landlord by mailing by registered mail to where the landlord carries on business on August 24, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated August 19, 2015?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on July 1, 2015 and end on June 30, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$3100 per month payable in

advance on the first day of each month. The tenant(s) paid a security deposit of \$1550 on June 4, 2015.

Settlement:

At the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on January 31, 2016.
- b. The parties request that the arbitrator issue an Order for Possession for January 31, 2016.
- c. The landlord agrees that provided the tenant vacates the rental unit by January 31, 2016 the landlord waives all claims the landlord may have for loss of rent for the unexpired portion of the fixed term.
- d. The tenant represent she will permit the landlord to show the property provided the landlord gives proper notice in accordance with the Residential Tenancy Act.

As a result of the settlement I granted an Order for Possession effective January 31, 2016. All other claims are dismissed.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: October 14, 2015

Residential Tenancy Branch

