



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OLC, PSF, LRE, LAT,RR

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.

I find that the one month Notice to End Tenancy dated May 27, 2015 was sufficiently served on the Tenant by posting on May 27, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was personally served on the landlord on June 5, 2015. With respect to each of the applicant's claims I find as follows:

Preliminary Matters:

The parties are involved in another arbitration that has been adjourned a number of times. The matter is set to reconvene at the end of July. Many of the claims set out in the within application are the identical claims set out in the applications which is being heard by the other arbitrator. As a result I ordered that the following claims be severed and are not part of this hearing:

- Application for a monetary order
- Application that the landlord comply with the Act, Regulations and tenancy agreement
- Application that the landlord provide services or facilities required by law
- Application for an order suspending or setting conditions on the landlord's right to enter the rental unit;
- Application for an order authorizing the tenant to change the locks
- Application for an order allowing the tenant to reduce rent for repairs, services, or facilities agreed upon by not provided.

The only issue to be heard in this application will be the tenant's application for an order cancelling the one month Notice to End Tenancy dated May 27, 2015.

The tenant submitted a 33 page documentary submission dated September 21, 2015 that raised a number of additional claims.

The tenancy has been acrimonious with a number of disputed issues between the parties.

Issue(s) to be Decided:

The issue to be decided is whether the tenant is entitled to an order cancelling a one month Notice to End Tenancy dated May 27, 2015?

Background and Evidence

The tenancy began on May 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$650 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$200 at the start of the tenancy. .

Settlement:

The parties reached a comprehensive 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 February 29, 2016.
- b. The parties request the arbitrator issue an Order for Possession for February 29, 2016.
- c. If the tenant is able to find alternative accommodation earlier than February 29, 2016 the landlord waives any requirement of Notice and releases the tenant from all claims the landlord would otherwise have for the failure to give sufficient notice.
- d. The landlord shall pay to the tenant the sum of \$2500 with the sum of \$250 payable on October 6, 2015 and the balance of \$2250 payable upon the tenant vacating the rental unit.
- e. If the landlord fails to pay the tenant as provided above the tenant shall be at liberty to make an application to the Residential Tenancy Branch for a monetary sum in the amount outstanding.
- f. This is a full and final settlement of all claims each party has against the other to October 6, 2015 and each party releases and discharges the other from all claims to October 6, 2015.

As a result of the settlement I issued an Order for Possession effective February 29, 2016. I declined to issue a monetary order at this time as the payment of the money was conditional on the tenant vacating the rental unit and it is impossible for me to make the order for a date certain.

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.

The tenant stated at the hearing that he had consulted a lawyer prior to this hearing. He also stated he was fully aware that as a result of this settlement he was releasing and discharging the landlord from all claims to the date of the hearing including all claims he raised in this documentary submission dated September 21, 2015.

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 6, 2015

Residential Tenancy Branch

