



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel a one month Notice to End Tenancy dated August 29, 2015.
- b. A monetary order in the sum of \$750.
- c. An order to recover the cost of the filing fee?

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 Application for Dispute Resolution/Notice of Hearing filed by the Tenant was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides on August 31, 2015

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 29, 2015?
- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on July 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$1750 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit and a pet damage deposit which totals \$1750.

The landlord served a two month Notice to End Tenancy on the tenant in September that set the end of tenancy for November 30, 2015. The tenant has found alternative accommodation and does not intend to dispute the 2 month Notice to End Tenancy.

Settlement::

During 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 November 30, 2015.
- b. The parties request the arbitrator issue an Order for Possession for November 30, 2015.
- c. The parties agree the tenant is entitled to live in the rental unit for the month of November 2015 in compensation for the right given to the tenant under section 51(1) of the Act as the landlord has served a 2 month notice.
- d. The landlord shall pay to the Tenant the cost of the filing fee in this application in the sum of \$50.
- e. The tenant withdraws her claim for a monetary order.
- f. The tenant retains her rights under section 51(2) to file a claim for the equivalent of double the rent if the landlord fails to comply with the provision of the 2 month Notice and section 51(2) of the Act

As a result of the settlement I granted an Order for Possession effective November 30, 2015. I further ordered the landlord pay to the tenant the cost of the filing fee in the sum of \$50. All other claims brought in this application are dismissed without leave to reapply.

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.

Conclusion

In conclusion as a result of the settlement between the parties I granted an Order for Possession effective November 30, 2015, I ordered the landlord pay the Tenant the sum of \$50 and I dismissed all out claims set out in the application without leave to re-apply.

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: November 03, 2015

Residential Tenancy Branch

