



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNC, FF, LRE, MNDC OLC, PSF, RP, RR

### Introduction

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

- a. An order to cancel the one month Notice to End Tenancy dated October 1, 2015 and setting the end of tenancy for November 1, 2015?
- b. An order to suspend or set conditions on the landlord's right to enter the rental unit.
- c. An order for a monetary order in the sum of \$2500
- d. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- e. A repair order
- f. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided
- g. 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. The parties acknowledged they had received each others evidence.

I find that the one month Notice to End Tenancy was personally served on the Tenant on October 1, 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 resides on October 14, 2015

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order to cancel the one month Notice to End Tenancy dated October 1, 2015 and setting the end of tenancy for November 1, 2015?
- b. Whether the tenant is entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?
- c. Whether the tenant is entitled to a monetary order in the sum of \$2500?

- d. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law?
- e. Whether the tenant is entitled to a repair order?
- f. Whether the tenant is entitled to an order for the reduction of rent for repairs, services, or facilities agreed upon but not provided?
- g. Whether the tenant is entitled to an order 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 December 1, 2014, end on November 30, 2015 and become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$850 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$425 on November 27, 2014.

### Application to Cancel the one month Notice to End Tenancy dated October 1, 2015?

The Notice to End Tenancy relies on section 47(1)(a), (b) and (j) of the Residential Tenancy Act. That section provides as follows:

Landlord's notice: cause

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47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;

(b) the tenant is repeatedly late paying rent;

(j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;

During the hearing the landlord stated that she wished to withdraw the grounds that the tenant failed to pay a pet damage deposit within 30 days of the date it is required and that the tenant has knowingly given false information.

### Settlement:

At the end of 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 March 31, 2016.
- b. The parties request that the arbitrator issue an Order for Possession for March 31, 2016.
- c. The tenant shall instruct the Ministry of Human Resources to directly deposit the rent by electronic transfer provided the landlord makes the request to the Ministry and provides the appropriate banking information.

- d. The landlord shall replace the washing machine by November 30, 2015.
- e. The landlord shall pay to the tenant the sum of \$300 by November 30, 2015 in full compensation for the monetary claims made by the tenant in these proceedings.
- f. The landlord consents to the tenant having a youth live with the tenant.
- g. The landlord shall cancel the application that she has filed in File #258955..

Determination and Orders:

As a result of the settlement I granted an Order for Possession effective March 31, 2016. 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.

I further ordered the landlord pay to the tenant the sum of \$300 by November 30, 2015. All other claims in this application are dismissed.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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 16, 2015

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Residential Tenancy Branch

