



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPB, OPC, MNDC, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy September 10, 2015.

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession pursuant to a one month Notice to End Tenancy.
- b. A monetary order in the sum of \$973.75 for unpaid rent for November.
- 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. The agent for the tenant advised the hearing that she was an employee of the Residential Tenancy Branch.

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 one month Notice to End Tenancy was served on the Tenant by placing it in her mail slot and by mailing by registered mail on September 10, 2015. Both parties acknowledged the Application for Dispute Resolution/Notice of Hearing filed by each was served on the other.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated September 10, 2015?
- b. Whether the landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on March 1, 2011. The present rent is \$973.75 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$475 on January 23, 2011

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 February 29, 2016.
- b. The parties request the arbitrator issue an Order for Possession for February 29, 2016.
- c. The tenant shall attempt to find alternative accommodation for an earlier date and if they find alternative accommodation the tenant will give the landlord one month written notice as provided by the Residential Tenancy Act.
- d. The landlord shall be entitled to recover the cost of the filing fee in the sum of \$50 such sum may be deducted from the security deposit.
- e. The tenant shall pay the rent when due for the period she continues to live in the rental unit.

I granted an Order for Possession effective February 29, 2016. The rent for November has been paid and as a result I dismissed the landlord's application for a monetary order in the sum of \$973.75.

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

I granted an Order for Possession effective February 29, 2016 in accordance with a settlement made by the parties.

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 20, 2015

Residential Tenancy Branch

