



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, OPT

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 February 26, 2016
- b. 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 Notice to End Tenancy was served on the Tenant by posting on February 25, 2016. The Act provides it is deemed received 3 days later. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on March 3, 2016. 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 February 26, 2016?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began approximately 3 years ago. The rent is \$1650 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$825 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy relies on the following:

- Tenant or a person permitted on the property by the tenant has:
 - put the landlord's property at significant risk
- Tenant has caused extraordinary damage to the unit/site or property/park

The landlord alleges the tenant's failure to report a leakage problem that originated from another unit has caused extraordinary damage. The tenant disputes this. He testified he immediately reported to a plumber employed by the Property Management Company and if it wasn't for his efforts the damage would have been more extensive. However, the tenant stated he has found an alternative accommodation and is almost completely moved out.

The parties were not able to settle financial issues at the hearing. If the parties are not able to come to an agreement, both parties have the right to file an Application for Dispute Resolution.

Analysis

The tenant stated that he wished to withdraw his application to cancel the Notice to End Tenancy. As a result I ordered that his application be dismissed as withdrawn. I have not made any determination on the merits.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession on 2 days notice. The application to recover the cost of the filing fee is 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: April 05, 2016

Residential Tenancy Branch

