



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, OLC, LRE, O, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy; a monetary order; and an order to restrict the landlord's access to the rental unit.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

The tenant also submitted an Amendment to an Application for Dispute Resolution seeking to dispute a 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on March 2, 2016. The parties agreed the rent was paid by the tenant on March 4, 2016.

Section 46 of the *Act* states a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy on a date that is not earlier than 10 days after the date the tenant receives the notice. A notice under this section must comply with Section 52 of the *Act*.

Section 46(4) allows the tenant to either pay the rent or file an Application for Dispute Resolution to dispute the notice within 5 days of receipt of the notice.

As per the agreement of both parties I find the tenant paid the outstanding rent within the 5 days allowed under Section 46(4) and as such the 10 Day Notice to End Tenancy was automatically cancelled and is no longer effective. Therefore, I find the tenant does not have to dispute this Notice. I do not allow the tenant's requested amendment.

At the outset of the hearing I advised the parties of Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. I had determined that the tenant's claim for a monetary order and to suspend or set conditions on the landlord's right to enter the rental unit were not sufficiently related to the determination of the validity of the 2 Month Notice to End Tenancy for Landlord's Use of Property.

As such, I had been prepared to sever these matters from the tenant's Application and allow the tenant to reapply for these issues under a separate application. However, the parties reached a settlement, as noted below, that included the tenant's request for compensation

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 49, 67, and 72 of the *Act*.

Background and Evidence

During the hearing the parties reached the following settlement:

1. The landlord agreed to rescind the following notices to end tenancy:
 - a. 2 Month Notice to End Tenancy for Landlord's Use of Property issued on February 1, 2016 with an effective vacancy date of April 1, 2016;
 - b. 1 Month Notice to End Tenancy for Cause issued on March 24, 2016 with an effective vacancy date of April 15, 2016;
 - c. 1 Month Notice to End Tenancy for Cause issued on March 31, 2016 with an effective vacancy date of April 30, 2016;
 - d. 10 Day Notice to End Tenancy for Unpaid Rent issued on April 1, 2016 with an effective vacancy date of April 11, 2016;
2. The tenant agreed to provide the landlord a letter, no later than April 15, 2016, confirming that no tenant or occupant of the residential property is conducting any business out of the residential property
3. The tenant agreed to vacate the rental unit effective June 30, 2016; and
4. The landlord agreed to pay, no later than June 30, 2016, the tenant \$2,700.00 in compensation which includes the tenant's security deposit of \$900.00.

Conclusion

In support of this settlement and with agreement of both parties I grant the landlord an order of possession effective **two days after service on the tenant**. This order must be served on the tenant only if the tenant fails to comply with any of the terms in above settlement. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

Also in support of this settlement I grant the tenant a monetary order in the amount of **\$2,700.00**. This order must be served on the landlord only if the landlord fails to provide the tenant with the compensation noted in the above settlement. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: April 08, 2016

Residential Tenancy Branch