



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### 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 29, 2016.
- b. An order suspending or setting conditions on the landlord's right to enter the rental unit.
- 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 Notice to End Tenancy was personally served on the Tenant on March 1, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord's reside. 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 29, 2016?
- b. Whether the tenant is entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit.
- c. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on October 1, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$950 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$480 at the start of the tenancy.

### Grounds for Termination:

The Notice to End Tenancy relies on the following grounds:

- Tenant is repeatedly late paying rent
- Tenant has allowed an unreasonable number of occupants in the unit/site
- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord

The tenant disputes the grounds set out in the Notice to End Tenancy.

### Analysis:

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 June 30, 2016.
- b. The parties request that the arbitrator grant an Order for Possession for June 30, 2016.
- c. The Tenant retains the right to end the tenancy earlier upon giving the landlord 2 weeks written notice.
- d. The Tenant shall remove the cat presently in the rental unit by April 22, 2016.

At one stage of the proceedings the landlords agreed to reimburse the tenant the sum of \$100 being the cost of the filing fee. However, this was not part of the discussion at the end of the hearing and was not included as part of the settlement that was agreed upon.

As a result of the settlement I granted an Order for Possession effective June 30, 2016. All other claims are dismissed as they were not part of the settlement and I was not asked to adjudicate them.

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 12, 2016

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Residential Tenancy Branch