



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes

CNC MNDC MNSD OLC FF

Introduction

This hearing was convened in response to an application by the tenant to cancel a One Month Notice to End Tenancy For Cause (the Notice), dated May 16, 2016 and served on the tenant the same date. The tenant's application was inclusive of a request for a monetary order for end of tenancy costs, such as return of the security deposit, and other prospective costs. The tenant also seeks recovery of the filing fee.

Both parties attended the hearing and were given opportunity to present relevant evidence and testimony in respect to this matter and to make relevant prior submissions of evidence to the hearing. The landlord acknowledged receiving the evidence of the tenant, which was also received by this hearing. The landlord did not submit evidence to this matter. It must be noted that in this type of application, the burden of proof rests with the landlord to provide evidence the Notice to End was validly issued for the stated reason(s) and that the reason(s) must be sufficient and valid to end the tenancy. the tenant advised they still reside in the rental unit.

Preliminary matters

The parties were advised that I would only determine the tenant's primary reason for their application: that being their request to cancel the landlord's Notice to End. Moreover, the tenant was also advised I would not be determining their monetary claim as their claim is for prospective losses, predicated on potential future losses and not actual losses. In addition, the tenant was advised their claim for return of their security deposit is premature given they have not vacated. As a result, I preliminarily **dismissed** the balance of the tenant's application, *with leave to reapply*.

At the outset of the hearing the tenant testified they had secured new accommodation and were vacating July 31, 2016. The landlord testified they were accepting of the tenancy ending July 31, 2016 and obtaining an Order of Possession for that date.

Section 63 of the *Residential Tenancy Act (the Act)* provides that if the parties settle their dispute during a hearing the Director may record the settlement in the form of a Decision or/and an Order. Pursuant to the foregoing, some discussion between the parties during the hearing led to a settlement / resolution. Specifically, the parties agreed and confirmed to me as follows;

1. The landlord and tenant agree the tenancy will end **July 31, 2016** and the landlord will receive an **Order of Possession** effective on the agreed date.

As the tenant was in part successful in their application, I grant the tenant partial recovery of the filing fee in the amount of \$50.00.

Conclusion

I grant an Order of Possession to the landlord effective **July 31, 2016**. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order that the tenant may deduct \$50.00 from July 2016 rent in satisfaction of the filing fee.

The balance of the tenant's application is dismissed with leave to reapply.

This Decision and Settlement agreement is final and binding on both 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: June 22, 2016

Residential Tenancy Branch