



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AS, CNC, FF, OLC, PSF, RP

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 April 29, 2016
- b. An order to recover the cost of the filing fee.
- c. An order that the tenant be allowed to assign or sublet the rental unit.
- d. An order that the landlord comply with the Act, regulation and/or tenancy agreement.
- e. An order that the landlord comply provide services or facilities required by the tenancy agreement or law.
- f. An order for repairs.

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 one month Notice to End Tenancy was personally served on the Tenant on April 29, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on May 5, 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 April 29, 2016?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on October 1, 2015 when the parties entered into a one year fixed term contract. The tenancy agreement provided that the tenant(s) would pay rent of \$1100 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$550 and a pet damage deposit of \$550 at the start of the tenancy.

Analysis:

After a lengthy hearing the parties entered into a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The parties mutually agree to end the tenancy on June 10, 2016.
- b. The landlord waives all claim for non payment for rent and loss of rent for June and the remainder of the fixed term tenancy.
- c. The parties request the arbitrator issue an Order for Possession effective June 10, 2016.
- d. The parties acknowledge this settlement does not include any possible claim the landlord may have for damages to the rental unit, failure to pay utilities and failure to clean and any claims the tenant may have for the return of his security deposit and pet damage deposit.

Determination and Orders:

As a result of the settlement I determined the landlord was entitled to an Order for Possession.

All other claims in the application are dismissed.

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 effective June 10, 2016 at 1:00 p.m.

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.

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Dated: June 03, 2016

Residential Tenancy Branch