



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            CNR, FF

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated May 3, 2016. The landlord testified the date was a typo and the correct date is June 3, 2016. I ordered that the 10 day Notice to End Tenancy be amended to date it June 3, 2016.
- b. 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 10 day Notice to End Tenancy was served on the Tenant by posting on June 3, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by registered mail some time after June 8, 2016. The landlord acknowledged service of the documents.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated June 3, 2016?
- b. Whether the tenant is entitled to a repair order?

### Background and Evidence

The tenancy began on April 1, 2016 when the parties entered into a one year fixed term written contract that was to end on March 31, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$1925 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$962.50 at the start of the tenancy.

The parties agree the tenant owes the landlord the sum of \$5925 in arrears of rent.

Settlement::

The parties reached a settlement at the hearing 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 July 31, 2016.
- b. The parties request the arbitrator issue an Order for Possession for July 31, 2016.
- c. The Tenant represents that she will pay the arrears of rent as follows:
  - \$3000 by July 31, 2016
  - \$2925 by August 31, 2016
  - The parties will apply the security deposit to any outstanding rent provided they agree as to the amount that can be applied thereby reducing the August 31, 2016 payment.
- d. The landlord agrees that if the Tenant vacates the rental unit by July 31, 2016 and pays the arrears as provided above the landlord waives its right to claim against the tenant for any possible loss of rent for the unexpired portion of the fixed term.
- e. This agreement does not deal with the tenant's right to claim for the return of the security deposit (except as provided in "c" above) and the landlord's right to claim for damages and failure to clean which will be dealt with in accordance with the provisions of the Residential Tenancy Act.

Determination and Orders:

As a result of the settlement I granted an Order for Possession effective July 31, 2016. All other claims are 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: July 13, 2016

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Residential Tenancy Branch

