



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC OPC

### **Introduction:**

Both parties attended the hearing and confirmed service of the Notice to End Tenancy for Cause dated June 1, 2016 to be effective June 30, 2016. The effective date on the Notice is automatically corrected to July 31, 2016 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. The landlord confirmed he received the tenant's Application by registered mail. I find the documents were legally served pursuant to sections 88 and 89 of the Act. The tenant applies to cancel the Notice to End the Tenancy for cause and to recover filing fees for this application.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The tenancy commenced April 15, 2010, the rent is \$1350 and a security deposit of \$675 was paid. The landlord served the Notice to End Tenancy pursuant to section 47 of the Act as he alleges the tenant has done extraordinary damage to the landlord's property.

The landlord gave evidence of damage that he alleged was caused by the tenants and/or their dogs. The tenants vehemently denied each allegation. The landlord provided no documentary evidence to support his statements and had no independent witnesses other than his wife in attendance to give evidence to the alleged damage. The tenant sent in late a bundle of photographs with dates but they had not served the landlord with this evidence; the landlord said they had not received them. I read one letter from the tenant's documents and asked the parties if they would consider settling.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the

hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

**Settlement Agreement:**

- 1. The tenant will vacate the premises on July 31, 2016 and the landlord will receive an Order of Possession for that date.**
- 2. The tenant agrees he will pay rent for July 2016 and the landlord agrees he will return the tenant's full security deposit if the tenant pays the July rent.**

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle this dispute.

**Analysis:**

Based on the terms of the above noted settlement agreement, I find the landlord entitled to an Order of Possession effective July 31, 2016. No filing fee is awarded due to lack of success at setting aside the Notice.

**Conclusion:**

The landlord is entitled to an Order of Possession effective July 31, 2016. The tenant must be served with this Order. Pursuant to section 89 of the Act, it must be served personally or by registered mail. As there is a possibility of a postal disruption, the Notice may be served by courier with signature required instead.

**I HEREBY ORDER THE TENANT TO PAY THE LANDLORD \$1350 FORTHWITH FOR JULY 2016 RENT.**

**IF THE LANDLORD RECEIVES RENT FOR JULY 2016, I HEREBY ORDER HIM TO REFUND IN FULL THE SECURITY DEPOSIT TO THE TENANT.**

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 07, 2016

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Residential Tenancy Branch