



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR OPR

Introduction:

Both parties attended the hearing. There was some dispute concerning service but evidence was provided that the 10 Day Notice to End Tenancy dated June 13, 2016 was amended and sent by registered mail and the tenant served the Application for Dispute Resolution by registered mail. I find the documents were legally served pursuant to section 89 of the Act. The tenant applies to cancel the 10 Day Notice to End the Tenancy for non-payment of rent dated June 13, 2016 to be effective June 23, 2016.

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 undisputed facts are the tenancy began on November 1, 2014 on a fixed term to October 30, 2015 and month to month thereafter. The tenant paid a security deposit amounting of \$700 and rent was \$1400 and increased to \$1435 effective July 1, 2016. It is undisputed that a major flood occurred in the building on April 12, 2016 and at the time, a professional management company was acting for the landlord. The tenant said the management company advised her unit was deemed not livable as there was no functional shower and half the bedroom flooring was removed to repair damage. The company reimbursed the tenant for paid rent from April 12th to 30th and no rent was collected for May or June as the tenant could not live in the unit. It was estimated repairs would be completed about mid July when the tenant could move back into the unit and resume paying rent.

The landlord was upset with the arrangement of the management company and discontinued their services effective 4 p.m. on June 13, 2016 and served the 10 Day Notice to End Tenancy on June 13th on the tenant claiming unpaid rent. In the hearing, it was disclosed that the landlord had also served a Two Month Notice to End Tenancy for landlord's use of the property. After discussion concerning the agent's authority and other matters, the parties decided to settle the matter on the following terms and conditions:

Settlement Agreement:

1. The parties agree to mutually end the tenancy effective July 31, 2016 and the landlord will receive an Order of Possession effective on that date.
2. The tenant will receive the refund of her full security deposit and will receive a monetary order for enforcement if it is not paid.
3. The tenant agrees she will remove all of her possessions from the unit by 1 p.m. on July 31, 2016 and will leave the keys and fobs on the counter for the landlord by that time and on that date.

Analysis:

Based on the above noted settlement, I find the tenancy is at an end and the landlord is entitled to an Order of Possession effective July 31, 2016. I find the tenant entitled to a monetary order for the full refund of her security deposit.

Conclusion:

I grant the landlord an Order for Possession effective July 31, 2016. 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.

I find the tenant entitled to a monetary order for \$700. No filing fee was paid so none is awarded.

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 27, 2016

Residential Tenancy Branch

