



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL, MNDC, ERP, RP, OLC, PSF, and FF

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied:

- to cancel a Notice to End Tenancy for Landlord's Use of Property;
- for a monetary Order for money owed or compensation for damage or loss;
- for an Order requiring the Landlord to make repairs to the rental unit;
- for an Order requiring the Landlord to provide services or facilities;
- for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; and
- to recover the filing fee for filing this Application for Dispute Resolution.

The Tenant stated that on June 10, 2016 the Application for Dispute Resolution and the Notice of Hearing were posted on the Landlord's door. The Landlord acknowledged receipt of these documents.

On June 15, 2016 the Landlord submitted four pages of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was posted on the Tenant's door on June 15, 2016. The Tenant acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

On June 28, 2016 the Landlord submitted one page of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was posted on the Tenant's door on June 28, 2016. The Tenant acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

On June 30, 2016 the Tenant submitted 21 pages of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was personally served to the Landlord's daughter on June 30, 2016. The Landlord acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

On July 11, 2016 the Tenant submitted 21 pages of evidence to the Residential Tenancy Branch. The Advocate for the Tenant stated that this evidence was mailed to the Landlord on July 11, 2016. The Landlord acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

On July 12, 2016 the Landlord submitted two pages of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was posted on the Tenant's door on July 12, 2016. The Tenant stated that she did not receive these documents. As the Tenant did not

acknowledge receipt of this evidence and the Landlord declined the opportunity for an adjournment for the purposes of re-serving the evidence, it was not accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Landlord's Use of Property be set aside?

Is the Tenant entitled to compensation for damage to her personal property?

Is there a need to Order the Landlord to make repairs to the rental unit, to provide services or facilities, and/or to comply with the *Act* or the tenancy agreement?

Background and Evidence

The Landlord and the Tenant agree that on, or about, May 28, 2016 the Tenant was served with a Two Month Notice to End Tenancy for Landlord's Use of Property and that the Tenant did not pay rent for July of 2016 as a result of being served with that Notice.

After considerable discussion the Landlord and the Tenant mutually agreed to settle the issues in dispute in this Application for Dispute Resolution under the following terms:

- the tenancy will end, by mutual consent, on September 30, 2016;
- the Tenant will not be required to pay rent for September of 2016; and
- the Landlord will pay the Tenant \$350.00.

Analysis

The parties have resolved this dispute under the terms of the aforementioned settlement agreement.

Conclusion

On the basis of the settlement agreement I grant the Tenant a monetary Order for the amount of \$350.00. In the event the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

On the basis of the settlement agreement I grant an Order of Possession to the Landlord that is effective on September 30, 2016. This Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: August 15, 2016

Residential Tenancy Branch

