



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORTHVIEW APT REIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RR

Introduction and Preliminary Matter

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein he sought to Cancel a 1 Month Notice to End Tenancy for Cause issued on May 16, 2016 (the "Notice") and for authority to deduct the cost of repairs, services or facilities from the rent.

Both parties appeared at the hearing. The Landlord was represented by B.L., the Property Manager, and C.G., the Property Administrator. The Tenant appeared on his own behalf. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The parties attended a previous hearing on August 3, 2016 before Arbitrator Molnar. That hearing also convened as a result of a Tenant's Application for Dispute Resolution wherein he sought to Cancel the May 16, 2016 Notice, and for authority to deduct the cost of repairs, services or facilities from the rent.

By Decision dated August 3, 2016, Arbitrator Molnar cancelled the May 16, 2016 Notice. In the within action the Tenant applied for the same relief. As those issues have already been decided, I am unable, by the principle of *res judicata* to hear this matter. *Res judicata* is a rule in law that a final decision has been made and cannot be heard again.

Arbitrator Molnar further found that the tenancy ended on August 31, 2016 pursuant to the residential tenancy agreement which was agreed to by the parties and which contained a clause that the tenancy would end on August 31, 2016. A copy of that agreement was filed in evidence.

In the Application before me, and in the Details of Dispute section the Tenant also wrote that the tenancy agreement was on a month to month basis, not for a fixed term. The

parties agreed to address the validity of the tenancy agreement during the hearing before me. The Landlord's property manager, and property administrator as well as the previous property manager were available to give evidence in this regard.

During the hearing the parties resolved matters by mutual agreement. The Tenant offered to move out by September 30, 2016 and the Landlord's representatives accepted this offer.

The terms of the parties' agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative positions. The terms of their settlement follow.

Settlement and Conclusion

1. The tenancy shall end and the Tenant shall vacate the rental unit by no later than 1:00 p.m. on September 30, 2016.
2. The Landlord is granted an Order of Possession effective 1:00 p.m. on September 30, 2016. The Landlord must serve the Order on the Tenant as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.

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: September 09, 2016

Residential Tenancy Branch