



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, CNC, CNR, MNSD, FF

Introduction

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

- a. An order to cancel a one month Notice to End Tenancy dated August 28, 2016
- b. An order to cancel the 10 day Notice to End Tenancy dated October 2, 2016
- c. An order to cancel the two month Notice to End Tenancy dated October 3, 2016
- d. A monetary order in the sum of \$325.
- e. An order to recover the cost of the filing fee.

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 Notices to End Tenancy were sufficiently served on the Tenants. I find that the Application for Dispute Resolution/Notice of Hearing and the Amendment to the Application for Dispute Resolution was sufficiently served on the landlord. With respect to each of the applicant's claims I find as follows:

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, the one month Notice to End Tenancy and the two month Notice to End Tenancy
- b. Whether the tenants are entitled to a monetary order for the return of the security deposit.

Background and Evidence

The tenancy began in 2009. The tenancy agreement is oral. The rent is \$700 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$325 at the start of the tenancy.

The tenants testified they have found alternative accommodation and intend to move out at the end of October.

Determination and Orders:

The parties mutually agreed to end the tenancy on October 31, 2016. As a result of the settlement it was not necessary to consider whether the Notices should be cancelled. I ordered that the tenancy shall end on October 31, 2016.

Order for Possession:

As a result of the settlement I granted the landlord an Order for Possession effective October 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.

Monetary Order:

I dismissed the application for a monetary order for the return of the security deposit with liberty to re-apply as that claim is premature. The Residential Tenancy Act provides that a landlord has the right to retain the security deposit for 15 days after the later of the end of the tenancy or the date the landlord receives the tenants forwarding address in writing. The landlord must return the deposit within that 15 day period unless the parties have agreed in writing the landlord can keep it or the landlord files an Application for Dispute Resolution to retain the security deposit. The Act further provides that if the landlord fails to obtain the written consent of the tenant or file a claim within the 15 day period the arbitrator is to award the tenant double the security deposit.

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: October 24, 2016

Residential Tenancy Branch