



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

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

- a. An order to cancel the one month Notice to End Tenancy dated August 26, 2016
- b. 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 one month Notice to End Tenancy was served on the Tenant by posting on August 26, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the tenant was personally served on the landlord within 3 days on September 6, 2016. 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 one month Notice to End Tenancy dated August 26, 2016?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on July 1, 2016 when the parties entered into a one year fixed term tenancy agreement. The tenancy agreement provided that the tenant(s) would pay rent of \$850 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$425 prior to the start of the tenancy. .

Settlement:

During the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on January 31, 2017.
- b. The parties request the arbitrator issue an Order for Possession for that date.
- c. The parties further agree that if the tenants find alternative accommodation and give the landlord one month written notice that tenants shall have the right to end the tenancy and vacate the rental unit at the end of December.
- d. The parties agree that if the tenancy ends as provided above the landlord shall not claim liquidated damages or for loss of rent for the unexpired term of the fixed term tenancy. However, if the landlord is not able to re-rent the rental unit because the tenants have significantly damaged it, the landlord retains the right to bring a claim for loss of rent

Determination and Orders:

As a result of the settlement I issued an Order for Possession effective January 31, 2017. All other claims in the application are dismissed.

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.

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: November 02, 2016

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Residential Tenancy Branch