



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Realty Executives Eco-World
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNL, OLC, MT, FF

Introduction

The hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Two Month Notice to End Tenancy, for more time to apply to set aside a notice to end tenancy, for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on November 09, 2016 the Application for Dispute Resolution and the Notice of Hearing were personally delivered to the Landlord's business office. The Agent for the Landlord acknowledged that these documents were received.

On November 09, 2016 the Landlord submitted 10 pages of evidence to the Residential Tenancy Branch. The Landlord stated that these documents were sent to the Tenant by regular mail on November 09, 2016 and that they were emailed to the Tenant on the same date. The Tenant denied receipt of these documents.

The parties were advised that the Landlord's evidence could not be considered as evidence at these proceedings as the Tenant did not acknowledge receiving the evidence and the Landlord cannot prove that it was received. The Agent for the Landlord was advised that the Landlord would be able to refer to evidence during the hearing and that if, during the hearing, the Agent for the Landlord believed it was necessary for me to physically view the evidence she could request an adjournment. This hearing was concluded without the Landlord requesting an adjournment.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

Should the Tenant be granted more time to apply to cancel a Notice to End Tenancy and, if so, should the Two Month Notice to End Tenancy for Landlord's Use of Property be set aside?

Background and Evidence

After considerable discussion the Agent for the Landlord and the Tenant agreed to resolve all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual consent, on March 01, 2017; and
- the Tenant will not be required to pay rent for February of 2017.

Analysis

The issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement I grant the Landlord an Order of Possession that is effective on March 01, 2017. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that 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: December 21, 2016

Residential Tenancy Branch