



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNSD,

### 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 November 29, 2016
- b. An order to recover the security deposit.

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 personally served on the Tenant on November 30, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord carries on business on December 2, 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 Notice to End Tenancy dated November 29, 2016?
- b. Whether the tenant is entitled to recover the security deposit.

### Background and Evidence

The tenancy began on 2 years ago. The present rent is \$1520 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$740 at the start of the tenancy.

The landlord seeks to end the tenancy on the basis that the tenant is storing trailers and unlicensed vehicles on his property and the City of Surrey is threatening court action.

### Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant or a person permitted on the property by the tenant has:
  - put the landlord's property at significant risk
- Tenant has caused extraordinary damage to the unit/site or property/park
- Tenant has assigned or sublet the rental unit/site without landlord's written consent
- Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order

### 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 March 31, 2017.
- b. The parties request that the arbitrator grant an Order of Possession for March 31, 2017.
- c. The Tenant agrees that should he find alternative accommodation earlier than March 31, 2016 he will give the landlord one clear month written notice.
- d. The tenant shall comply with the Municipality of Surrey bylaws.

- e. The parties shall meet on or before January 21, 2017 to determine whether the Tenant has complied with the Municipality of Surrey bylaws and discuss the prospects of reinstating the tenancy.

Determination and Orders:

As a result of the settlement I granted an Order of Possession effective March 31, 2016. I dismissed the tenant's claim for the return of the security deposit as that claim is premature.

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.

EXECUTIVES ECO WORLD CORP.

Dated: January 05, 2017

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Residential Tenancy Branch