



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

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 December 30, 2016 and setting the end of tenancy for January 31, 2017.
- b. An order that the landlord make emergency repairs
- c. An order that the landlord make repairs.
- d. An order that the landlord comply with the Act, regulations or tenancy agreement..

The Application for Dispute Resolution filed by the landlord seeks an Order for Possession and 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.

The Registry had inadvertently failed to provide me with the landlord's file and the evidence submitted by the landlord. I went on line and was able to get the particulars of the landlord's claim but was not able to obtain the hard copy physical evidence that had been submitted. 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 Notice to End Tenancy was served on the Tenant by posting on December 30, 2016. The tenant testified she did not receive it until early January 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was served on the landlord by mailing, by registered mail to where the landlord carries on business on January 9, 2017. I find the Application for Dispute Resolution filed by the Landlord was sufficiently served on the Tenant. 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 December 31, 2016?
- b. Whether the Landlord is entitled to an Order for Possession.
- c. Whether the landlord is entitled to recover the cost of the filing fee.

Background and Evidence

The tenancy began on March 14, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$790 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of 395 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

....

- Tenant has not done required repairs of damage to the unit/site

Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The parties mutually agree to end the tenancy on March 31, 2017.
- b. The parties request the arbitrator grant an Order of Possession for March 31, 2017.

Determination and Orders:

As a result of the settlement I granted an Order for Possession effective March 31, 2017. All other claims in both applications are dismissed without leave to re-apply. 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 final and binding on the parties.

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: February 06, 2017

Residential Tenancy Branch