



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

The Tenant stated that the Application for Dispute Resolution, the Notice of Hearing, and four pages that were submitted to the Residential Tenancy Branch with the Application were personally served to the Landlord, although he cannot recall the date of service. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

The Landlord stated that on January 27, 2017 he submitted 22 pages of evidence to the Residential Tenancy Branch. The Landlord was advised that I am only in possession of 5 pages of the evidence he submitted.

The Landlord stated that his 22 page evidence package was mailed to the Tenant, via registered mail, on January 26, 2016. The Landlord provided two series of numbers when he was asked to cite a Canada Post tracking number, neither of which are a series that is typical of a Canada Post tracking number.

The Tenant stated that he did not receive the Landlord's evidence package nor did he receive notice from Canada Post regarding registered mail.

The parties were advised that the Landlord's evidence package would not be accepted as evidence for these proceedings as it was not served in accordance with the Residential Tenancy Branch Rules of Procedure, which require that a respondent's evidence be received by the Residential Tenancy Branch and the applicant at least seven days prior to the hearing. This allows an applicant a reasonable time to consider the evidence.

The Landlord was advised that he would be given the opportunity to introduce his evidence orally at the hearing and if, during the hearing, he felt it was necessary for me to view documents he submitted in evidence he could request an adjournment at that point in the hearing. This hearing was concluded without a request for an adjournment.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

The Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- the tenancy will end, by mutual consent, on February 06, 2017;
- the Tenant will vacate the rental unit and return all keys to the rental unit by February 06, 2017; and
- the Tenant will pay pro-rated rent for the six days the Tenant is occupying the rental unit in February, in the amount of \$107.16, by February 05, 2017.

Analysis

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

Conclusion

On the basis of this settlement agreement I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on February 06, 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.

On the basis of the settlement agreement I grant the Landlord a monetary Order for \$107.16. In the event that the Tenant does not pay this amount to the Landlord by February 05, 2017, this Order may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: February 02, 2017

Residential Tenancy Branch