



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

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

- a. An order to cancel the two month Notice to End Tenancy dated April 16, 2017
- 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 2 month Notice to End Tenancy was personally served on the Tenant on April 16, 2017. 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 resides in early May. 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 two month Notice to End Tenancy dated March 18, 2017?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began approximately one year ago. The oral tenancy agreement provided that the tenant(s) would pay rent of \$650 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of approximately \$345 per month. The parties were uncertain as to exactly how much was paid.

The tenant testified he is finding a difficult time finding alternative accommodation. The landlord stated he is a good tenant and he was prepared to assist the tenant find a new place by giving him extra time.

Settlement::

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

- a. The landlord withdraws the 2 month Notice to End Tenancy by consent on a without prejudice basis and it is of no force and effect.
- b. The Tenant shall use his best efforts to find alternative accommodation.
- c. The parties acknowledge that with the withdrawal of the 2 month Notice to End Tenancy the tenant is no longer entitled to the equivalent of one month rent under section 51(1) of the Act although the parties are free to negotiate whatever settlement they wish.
- d. The landlord shall pay to the tenant the sum of \$100 for the cost of the filing fee such sum may be deducted from future rent.

Determination and Orders:

As a result of the settlement I ordered that the 2 month Notice to End Tenancy shall be cancelled as withdrawn on a without prejudice basis. I further ordered that the landlord shall pay to the Tenant the sum of \$100 for the cost of the filing fee such sum may be deducted from future rent.

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: June 07, 2017

Residential Tenancy Branch