



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, OPC, CNC

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel a one month Notice to End Tenancy dated May 8, 2017.

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession on the basis the tenant is repeatedly late paying the rent.
- 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 one month Notice to End Tenancy was personally served on the Tenant on May 8, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. 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 one month Notice to End Tenancy dated May 8, 2017?
- 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 parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on June 1, 2016, end on May 31, 2017 and become month to month after that. The tenancy agreement provided that the rent was \$890 per month payable in advance on

the first day of each month. The tenant paid a security deposit of \$445 prior to the start of the tenancy. The rent has been increased to \$900 per month.

The tenant gave an explanation as to the reasons for the late payments and assured the landlord the late payments would not happen in the future.

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 landlord withdraws the one month Notice to End Tenancy on a without prejudice basis reserving the right to serve a new Notice to End Tenancy based on the late payments relied on in this Notice should there be further late payments.
- b. The tenant shall pay to the landlord the sum of \$100 for the cost of the landlord's filing fee by August 1, 2017.

As a result of the settlement I ordered that the Notice to End Tenancy dated May 8, 2017 be cancelled as withdrawn. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. I ordered that the Tenant pay to the landlord the sum of \$100 on or before August 1, 2017.

The landlord is given a formal Order in the above terms and the Tenant must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on the parties.**

This decision is made on authority delegated to me by the Director of the Residential

Dated: July 14, 2017

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Residential Tenancy Branch