



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OPC, O & FF

Introduction

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

- a. An Order for Possession pursuant to a one month Notice to End Tenancy and a fixed term tenancy agreement that sets the end of tenancy for July 29, 2017.
- b. An order to recover the cost of the filing fee

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

- a. An order to cancel the one month Notice to End Tenancy dated May 21, 2017.
- b. A monetary order in the sum of \$1000 for failure to provide sufficient heat

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. 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 served on the Tenant by posting on May 22, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the tenant was sufficiently served on the landlord on May 24, 2017. I find that the Application for Dispute Resolution filed by the landlord was personally served on the Tenant on June 22, 2017. 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 21, 2017?

- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the landlord is entitled to an Order for Possession?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on July 29, 2015. The parties subsequently initialed but did not sign a tenancy agreement that provided for a 6 month fixed term ending on July 29, 2017 and that the tenants would have to vacate at that time. The tenancy agreement provided that the rent was \$1200 per month payable on the 29th day of each month. The tenant paid a security deposit of \$550 on July 29, 2015.

The landlord has sold the rental property with closing set for early August 2017.

The tenant seeks a monetary order in the sum of \$1000 for the landlord's failure to provide sufficient heat.

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 July 31, 2017.
- b. The parties request the arbitrator to issue an Order of Possession for July 31, 2017.
- c. The landlord shall pay to the tenant the sum of \$1122.58 on or before July 31, 2017.
- d. This is a full and final settlement of all claims raised by the parties in their Application for Dispute Resolution and each party releases and discharges the other from all further claims that were raised in their Application for Dispute Resolution.
- e. The security deposit shall be dealt with in accordance with the provision of the Residential Tenancy Act.

Analysis - Order of Possession:

As a result of the settlement I granted an Order of Possession effective July 31, 2017.

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.

Analysis - Monetary Order and Cost of Filing fee:

As a result of the settlement I ordered that the Landlord pay to the Tenant the sum of \$1122.58 on or before July 31, 2017.

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

Should the Landlord 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 Tenancy Branch under section 9.1(1) of the Residential Tenancy Act.

Dated: July 10, 2017

Residential Tenancy Branch