



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC OPC

### **Introduction:**

Both parties attended the hearing and gave sworn testimony. I find that the Notice to End a Residential Tenancy dated May 30, 2017 to be effective July 1, 2017 was served by posting it on the door. This Notice is deemed to be served three days later pursuant to section 90 of the Act. Therefore, the effective date on the Notice is automatically corrected to July 31, 2017 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. The landlord admitted service of the application for dispute resolution. The tenant applies to cancel a Notice to End the Tenancy for cause pursuant to section 47 of the *Residential Tenancy Act* (the Act) and recover costs for emergency repairs pursuant to section 33 of the Act.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. It is undisputed that the tenancy began on April 1, 2017, rent is \$1000 per month, payable on the first of the month and no security deposit was paid. The tenant said they owed only one month's rent but both parties have hearings scheduled regarding rent and other issues. The landlord served the Notice to End Tenancy pursuant to section 47 for many reasons including the following:

- a) The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- b) The tenant has caused extraordinary damage to the landlord's property;
- c) The tenant has not done required repairs.

The tenants submitted many documents disputing the landlord's reasons. In the documents, they said they were having difficulty with the tenancy in any case and

planned to leave on August 1, 2017. Both parties noted they had two other hearings scheduled but said they were going to cancel them. The cancellations were not made terms of the settlement however.

After further discussion, the parties freely and voluntarily agreed to settle the matter. Each party individually confirmed they wanted to settle on the following terms and conditions:

**Settlement Agreement:**

1. The tenants will vacate on August 1, 2017 and the landlord will receive an Order of Possession effective on that date.

**Analysis:**

Based on the above noted settlement agreement, I find the landlord is entitled to an Order of Possession to be effective August 1, 2017.

**Conclusion:**

I grant the landlord an Order for Possession effective August 1, 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. No filing fee was paid so none is awarded.

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 19, 2017

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Residential Tenancy Branch