



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNC

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy which is misdated June 30, 2017 but was served on the Tenant on May 30, 2017.

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 Notice to End Tenancy was personally served on the Tenant on May 30, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on June 14, 2017. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated June 30, 2017?

### Background and Evidence

The tenancy began in August 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$800 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

### Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord
  - put the landlord's property at significant risk
- Tenant has engaged in illegal activity that has, or is likely to:

- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

Settlement:

At 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 September 30, 2017.
- b. The parties request the arbitrator to issue an Order of Possession for September 30, 2017.
- c. The parties agree that if the tenant finds alternative accommodation for a date earlier September 30, 2017 the tenant can give the landlord 2 days written notice.
- d. The tenant represents that he will pay the rent as follows:
  - The rent for August by August 14, 2017
  - The rent for September when due (provided the tenant is living in the rental unit on September 1, 2017).

Order for Possession:

As a result I granted the landlord an Order for Possession effective September 30, 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.

**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: August 11, 2017

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Residential Tenancy Branch