



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, OLC, FF

### Introduction

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

- a. An order to cancel the one month Notice to End Tenancy dated June 1, 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.

The Notice to End Tenancy is confusing. It is dated July 01, 2017. It states the tenant must move out on June 1, 2017. It does not provide grounds to end the tenancy. I determined the dates were made in error and that the landlord intended that the Notice to End Tenancy be dated June 1, 2017.

I find that the Notice to End Tenancy was served on the Tenant by posting on June 7, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord June 12, 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 Notice to End Tenancy dated June 1, 2017?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began in April 2013. The present rent is \$950 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$425 at the start of the tenancy.

The tenant has paid the rent for August 2017.

Grounds for Termination:

The Notice to End Tenancy failed to identify grounds for ending the tenancy.

Analysis:

As the landlord failed to identify grounds to end the tenancy I order that the one month Notice to End Tenancy be cancelled. I further ordered the landlord pay to the Tenant the sum of \$100 for the cost of the filing fee.

Settlement:

The landlord testified as to why he believes he has grounds to end the tenancy. He testified the tenant is significantly interfering and unreasonably disturbing him. He also testified that he needs the rental unit to house a family member.

The landlord was encouraged to get legal advice or to talk to an Information Officer at the Residential Tenancy Branch. It was explained that if he had sufficient grounds to end the tenancy under the one month Notice to End Tenancy the landlord would not be obliged to pay the tenant the equivalent of one month rent. However, if the landlord was seeking to end the tenancy under the provisions of a 2 month Notice to End Tenancy for landlord's use the tenant was entitled to the equivalent of one month rent free. The tenant indicated he would dispute a one month Notice to End Tenancy but that he was prepared to leave at the end of September if he had the month of September rent free. The tenant represented that he would not be causing any damage to the rental unit.

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 issue an Order of Possession for September 30, 2017.
- c. The parties agree that the tenants are entitled to live in the rental unit for September 2017 rent free as part of this settlement even though the landlord has not issued a 2 month Notice to End Tenancy.

d. The landlord shall pay \$100 to the tenant for the cost of the filing fee.

Order for Possession:

As a result of the settlement 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.

Monetary Order and Filing fee:

I order the tenant be permitted to live in the rental unit for September rent free. I further order that the landlord pay to the tenant the sum of \$100 for the cost of the filing fee.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent 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 Tenancy Branch under section 9.1(1) of the Residential Tenancy Act.

Dated: August 08, 2017

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Residential Tenancy Branch