



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes: CNR, FF

## Introduction:

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

- a. An order to cancel the 10 day Notice to End Tenancy dated September 3, 2017
- b. An order that the landlord make emergency repairs
- c. An order that the landlord comply with the Act, regulation and/or tenancy agreement
- d. An order that the landlord make repairs.
- e. 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 Notice to End Tenancy was personally served on the Tenant on September 3, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on September 8, 2017.

The tenants stated at the hearing that they wished to withdraw their claim for repairs, emergency repairs and an order that the landlord comply with the Act, regulations and/or tenancy agreement. I ordered those claims be dismissed as withdrawn. The Tenants have liberty to re-apply. With respect to each of the applicant's claims I find as follows:

## Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated September 3, 2017?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

## Background and Evidence:

The tenancy began on October 15, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$850 per month plus a portion of the hydro and gas. The tenant(s) paid a security deposit of \$425 at the start of the tenancy.

The tenants failed to pay the rent when due on September 1, 2017. They testified they attempted to pay the rent but the landlord refused to accept it. Eventually the landlord's husband collected the rent on September 13, 2017 and the landlord issued a receipt "for use and occupation only." The rent for October was paid on October 1, 2017. The rent for November was paid on November 3, 2017. The landlord issued a receipt for "use and occupation with respect to both of those payments. The tenants disputed the 10 day Notice to End Tenancy.

Settlement:

At the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Act as follows:

- a. The parties mutually agree to end the tenancy on January 31, 2018.
- b. The parties request that the arbitrator grant an Order of Possession for January 31, 2018.

As a result of the settlement I granted an Order of Possession effective January 31, 2018. The claim for the cost of the filing fee is dismissed as it was not part of the settlement.

Order for Possession:

I granted the landlord an Order for Possession effective January 31, 2018..

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 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: November 30, 2017

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Residential Tenancy Branch