



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, FF

Introduction:

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

- a. An order to cancel the two month Notice to End Tenancy that was served on the Tenant on April 26, 2018 and setting the end of tenancy for June 30, 2018..
- 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.

I find that the 2 month Notice to End Tenancy was served on the Tenant by posting on April 26, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides. 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 two month Notice to End Tenancy dated April 26, 2018?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on September 1, 2017 when the parties entered into a 12 month fixed term tenancy agreement.

The tenancy agreement provided that the tenant(s) would pay rent of \$1595 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$800 at the start of the tenancy.

The floors of the rental unit have been significantly damaged. The tenant testified it was caused by a hairline fracture in the tub. The landlord disputes this.

Grounds for Termination:

The Notice to End Tenancy relies on section 49 of the Residential Tenancy Act. That section provides as follows:

- The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant

Settlement::

At the start of 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, 2018.
- b. The parties request the arbitrator grant an Order of Possession for July 31, 2018.
- c. The parties acknowledged that the tenant is entitled to live in the rental unit for July rent free in satisfaction of her rights under section 51(1) of the Act as she was served with a 2 month Notice to End Tenancy.

Determination and Orders:

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

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: June 25, 2018

Residential Tenancy Branch