



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, CNR, MT, OT, OLC, OT

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 October 2, 2018
- b. An order to cancel the 10 day Notice to End Tenancy dated July 16, 2018
- c. An order for more time to make this application
- d. An order for a monetary order in the sum of \$360
- e. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.

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. Neither party provided a copy of the one month Notice to End Tenancy and the 10 day Notice to End Tenancy.

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 one month Notice to End Tenancy was personally served on the Tenant on October 2, 2018. I find that the 10 day Notice to End Tenancy was sufficiently served on the Tenant in July 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on October 29, 2018. 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 one month Notice to End Tenancy dated October 2, 2018?
- b. Whether the tenant is entitled to an order to cancel the 10 day Notice to End Tenancy?
- c. Whether the tenant is entitled to a monetary order and if so how much?
- d. Whether the tenant is entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement?

Background and Evidence:

The tenancy began in June 2017. The tenancy agreement provided that the tenant(s) would pay rent of \$725 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$375 at the start of the tenancy.

The landlord testified the tenant has paid the rent late on more than 4 occasions.

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, 2019.
- b. The parties request that the arbitrator issue an Order of Possession for January 31, 2019.
- c. The landlord shall pay to the tenant the sum of \$180 in full satisfaction of the tenant's monetary claim and the parties agree this sum shall be deducted from the rent for January 2019.
- d. This is a full and final settlement of all claims raised in this application.

Determination and Orders:

As a result of the settlement I ordered that the tenancy shall end on January 31, 2019. I further ordered that the landlord shall pay to the tenant the sum of \$180 such sum shall be deducted from the rent for January 2019.

Order for Possession:

I granted the landlord an Order for Possession effective January 31, 2019.

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: December 06, 2018

Residential Tenancy Branch