



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNR, MT, OLC, FFT

### **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 March 12, 2019
- b. An order for more time to make this application
- c. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- d. 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 10 day Notice to End Tenancy was personally served on the Tenant on March 12, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides. The landlord acknowledged service of the same. 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 tenants are entitled to an order cancelling the 10 day Notice to End Tenancy dated March 12, 2019?
- b. Whether the tenants are entitled to an order for more time to file this application?
- c. Whether the tenants are entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement?
- d. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on October 1, 2018. The tenancy agreement provided that the tenant(s) would pay rent of \$1400 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$700 at the start of the tenancy.

The landlord personally served a 10 day Notice to End Tenancy on the Tenants on March 12, 2019. At that time the sum of \$950 was owed for March. The landlord attended at the rental property at 8:00 a.m. on March 16, 2019 to conduct an inspection. The tenant testified he advised the landlord that he would have the arrears available to pay the landlord at the end of the day. The landlord testified the tenant told him he would call him. The landlord testified the tenant failed to call and disputes whether he had all of the rent arrears available on that date. The landlord attended at the property about 5 days later and the Tenant paid him the arrears less the last 6 days which the landlord stated he did not want as the tenants were to be gone by March 25, 2019. on or about be e is a dispute between the parties. The issue to be decided is whether the tenants tendered the arrears within 5 days that would void the Notice to End Tenancy.

The Tenants stated they have found another rental unit and they could vacate by May 28, 2019.

Settlement::

At the end of 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 May 21, 2019.
- b. The parties request that the arbitrator issue an Order of Possession for May 21, 2109.
- c. The tenants represent they will pay the arrears owed to May 21, 2019 and ensure all damages are repaired and the tenant rental unit is left in a state of cleanliness required by the Act.

Order for Possession:

As a result of the settlement I granted an Order of Possession effective 6:00 p.m. on May 21, 2019. All other claims are dismissed without leave to re-apply.

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: May 06, 2019

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Residential Tenancy Branch