



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, FFT

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 July 25, 2019
- 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 one month Notice to End Tenancy was served on the Tenant by posting on July 25, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on landlord by mailing, by registered mail to where the landlord resides on August 6, 2019. 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 July 25, 2019?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on June 1, 2011. The tenancy agreement provided that the tenant(s) would pay rent of \$785 per month payable in advance on the first day of each month. The rent has been increased over time and is presently \$988 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$392.50 prior to the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant is repeatedly late paying rent

Settlement:

Rather than litigate the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The landlord shall withdraw the Notice to End Tenancy dated July 25, 2019 on a without prejudice basis and reserves the right to serve a new Notice to End Tenancy on the same grounds.
- b. The tenant shall use her best efforts including obtaining assistance to clean and properly maintain the rental unit and rental property.
- c. The tenant shall pay the rent when due on the first day of the month.
- d. The tenant shall withdraw her claim for the cost of the filing fee.

The parties discussed the possibility of a rent increase. They were encouraged to obtain information through their own solicitors, advocacy groups or discussions with the Residential Tenancy Branch as to how this can be done.

Determination and Orders:

As a result of the settlement I ordered that the Notice to End Tenancy dated July 25, 2019 be cancelled as withdrawn. I further ordered that the application of the tenant to recover the cost of the filing fee be dismissed as withdrawn.

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: September 30, 2019

Residential Tenancy Branch