



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNDCT

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 August 21, 2019
- b. A monetary order in the sum of \$1500 for breach of the covenant of quiet enjoyment for the months on April, May, June, July and August 2019 (@\$300 per month).

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 one month was served on the Tenant by posting on August 21, 2019. 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 carries on business on September 11, 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 August 21, 2019?
- b. Whether the tenant is entitled to a monetary order and if so how much?

Background and Evidence:

The tenancy began on October 2, 2017. The tenancy agreement provided that the tenant(s) would pay rent of \$600 per month payable in advance on the first day of each month. The present rent is \$615 per month. The tenant(s) paid a security deposit of \$300 at the start of the tenancy.

Settlement:

Rather than proceeding with the litigation of this matter 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 February 29, 2020.
- b. The parties request that the arbitrator grant an Order of Possession effective 1:00 p.m. on February 29, 2019.
- c. The tenant releases and discharges the landlord from all monetary claims he may have against the landlord to the date of this hearing.
- d. The tenant represents that he will keep the peace and be of good behaviour including not yelling and harassing the landlord and its employees.
- e. The parties acknowledge that that should there be any difficulties in the future the landlord retains the right to serve a new Notice to End Tenancy and take steps to end the tenancy based on the new conduct.

Order for Possession:

As a result of the settlement I granted an Order of Possession effective 1:00 p.m. on February 29, 2020 and I dismissed the tenant's application for a monetary order 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: November 05, 2019

Residential Tenancy Branch