



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Salco Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDC

Introduction:

The tenants applied for an Order to cancel a Notice to End the Tenancy for Cause dated March 10, 2016 as well as seeking a monetary Order for compensation for a breach of the covenant of quiet enjoyment.

Preliminary Matters:

In the course of this proceeding and upon review of the application, I have determined that I will not deal with all the dispute issues the tenants placed on their application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue to be dealt with together. Therefore, I will deal only with the tenants' request to set aside, or cancel the landlord's Notice to End Tenancy for Cause, and I dismissed the balance of the tenants' claims with liberty to re-apply.

The tenants' late evidence was excluded as the landlords claimed they were prejudiced. The landlord's digital evidence of videos was excluded as the tenants did not have access to those portions of the evidence.

Facts:

A hearing was conducted in the presence of both parties. A tenancy began on June 1, 2015 with rent in the amount of \$ 1,000.00 due in advance on the first day of each month. The tenants paid a security deposit amounting to \$ 500.00 on June 7, 2015.

Settlement:

The parties settled this matter and I have recorded the agreement pursuant to section 63(2) as follows:

- a. The parties have agreed to end the tenancy effective May 31, 2015 at 1:00 PM,
- b. The tenants will pay rent for May 2016 by the close of business on May 2, 2016, and
- c. The parties will deal with each other respectfully for the remainder of the tenancy.

Conclusion:

As a result of the settlement I have granted the landlord an Order for Possession effective May 31, 2016 at 1:00 PM. This order may be enforced in the Supreme Court of B.C. There shall be no order as to reimbursement of the filing fee herein. I have dismissed all of the tenants' other claims herein with leave to reapply. The parties are cautioned to deal with the security deposit in compliance with section 38 of the Act.

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 02, 2016

Residential Tenancy Branch