



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, FF

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated April 1, 2017
- b. An order suspending or setting conditions on the landlord's right to enter the rental unit.
- c. An order that the landlord comply with the Act, regulations and/or the tenancy agreement
- d. An order for the reduction of rent for repairs, services or facilities agreed upon but not provided.

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 2 month Notice to End Tenancy was served on the Tenant by placing it in her mail slot on April 1, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on an adult person who apparently resides with the landlord on April 20, 2017. 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 two month Notice to End Tenancy dated April 1, 2017
- b. Whether the tenant is entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit.
- c. Whether the tenant is entitled to an order that the landlord comply with the Act, regulations and/or the tenancy agreement

- d. Whether the tenant is entitled to an order for the reduction of rent for repairs, services or facilities agreed upon but not provided.

Background and Evidence:

The tenancy began on February 1, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$450 at the start of the tenancy.

The tenant testified she works out of town and did not receive the 2 month Notice to End Tenancy until April 7, 2017.

The rent for May has been paid by electronic transfer although the landlord testified she has not accepted it as yet.

The tenant testified she has found alternative accommodation. However, she will not be able to move until early June.

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 June 4, 2017.
- b. The parties request the arbitrator issue an Order of Possession for June 4, 2017.
- c. The landlord acknowledges the tenant is entitled to the equivalent of one month rent under section 51(1) of the Act as the landlord has served a 2 month Notice to End Tenancy.
- d. The landlord shall not make a claim for rent for the period June 1, 2017 to June 4, 2017 provided the tenant vacates the rental unit by June 4, 2017.
- e. The security deposit shall be dealt with in accordance with the Residential Tenancy Act.

Order of Possession:

As a result of the settlement I granted an Order of Possession effective June 4, 2017.

The claim to cancel the 2 month Notice to End Tenancy and the claim to set conditions on the landlord's right of entry are dismissed without leave to re-apply. The claim for a reduction of rent is dismissed with leave to re-apply. This claim was not included as part of the settlement.

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 19, 2017

Residential Tenancy Branch