



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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 August 5, 2017 and setting the end of tenancy for October 31, 2017.
- 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 2 month Notice End Tenancy was personally served on the Tenant on August 12, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served the landlords by mailing, by registered mail to where the landlords reside on August 17, 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 August 5, 2017?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

## Background and Evidence:

The tenancy began in September 2011. The present rent is \$650 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$350 on October 1, 2011.

## Grounds for Termination:

Neither party provided a copy of the Notice to End Tenancy to the Branch. However, the parties agree that Notice to End Tenancy was on the approved government form and relies on section 49 of the Residential Tenancy Act. That section provides as follows:

- The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant

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 November 30, 2017.
- b. The parties request that the arbitrator issue an Order of Possession for November 30, 2017.
- c. The tenant shall be entitled to live in the rental unit rent free for November in consideration of the tenant's claim under section 51(1) of the Act (entitled to the equivalent of one month rent after being served with a 2 month Notice to End Tenancy.)
- d. In addition the landlords shall pay to the Tenant the sum of \$650 plus one half of the cost of the filing fee in the sum of \$50 for a total of \$700 by November 30, 2017.
- e. This is a full and final settlement of any claims one party may have against the other to the date of the hearing and each party releases and discharges the other for any such claim.

Order for Possession:

As a result of the settlement I granted an Order of Possession effective November 30, 2017.

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.

Further, I ordered that the landlords pay to the Tenant the sum of \$700 by November 30, 2017.

**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 01, 2017

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Residential Tenancy Branch