



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, OLC, RP

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 9, 2019
- b. An order that the landlord comply with the Act, Regulations and/or the tenancy agreement.
- c. A repair order.

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 personally served on the Tenants on August 9, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on or about August 16, 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 tenants are entitled to an order cancelling the one month Notice to End Tenancy dated August 9, 2019?
- b. Whether the tenants are entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement?
- c. Whether the tenants are entitled to a repair order?

Background and Evidence:

The tenancy began on November 2, 2017. The present rent is \$794 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$375 and a pet damage deposit of \$200 at the start of the tenancy.

The tenants stated at the start of the hearing that they have found alternative accommodation that was available to them on November 1, 2019 and requested that they be given until 3:00 p.m. on November 1, 2019 to vacate the rental unit. The landlords agreed.

Settlement:

Rather than proceed with litigation the parties reached a settlement. As a result I recorded the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on November 1, 2019.
- b. The parties request that the arbitrator issue an Order of Possession effective 3:00 p.m. on November 1, 2019.

Order for Possession:

As a result of the settlement I issued an Order of Possession that is effective at 3:00 p.m. on November 1, 2019.

I dismissed the claim that the landlord comply and for a repair order as the tenancy is coming to an end. There is a dispute between the parties as to whether the tenants or the landlords are responsible for a broken shower head. If the parties are unable to come to an agreement either party is entitled to file claim.

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: October 10, 2019

Residential Tenancy Branch