



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice). Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant confirmed that the landlord's male representative handed him a copy of the 1 Month Notice on December 13, 2011. The landlord's representative at this hearing confirmed that the landlord received a copy of the tenant's dispute resolution hearing package by registered mail after December 15, 2011. I am satisfied that both of the above sets of documents were served to one another by the parties in accordance with the *Act*.

At the commencement of the hearing, the landlord asked for an Order of Possession if the tenant's application to cancel the 1 Month Notice were dismissed.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

This dispute involves a tenant in a single room occupancy hotel and the owner of that establishment. The tenant applied to cancel the landlord's 1 Month Notice because he did not understand the reasons cited by the landlord for the issuance of that Notice.

Although only one page of the landlord's 1 Month Notice was entered into written evidence by the parties (i.e., by the tenant), the landlord testified that the second page of the 1 Month Notice identified the following reasons for the issuance of the 1 Month Notice and seeking an end to this tenancy on February 1, 2012:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;...*

Tenant has engaged in illegal activity that has, or is likely to:

- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;..*

At the hearing, the landlord's representative testified that the illegal activity in question was the tenant's alleged smoking of marijuana in his rental unit. The landlord conceded that she has no evidence that the tenant has been convicted of any criminal offence for activity undertaken at the rental premises.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve the issues arising out of this tenancy on the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on February 1, 2012, by which time the tenant will have vacated the rental premises.
2. Both parties agreed that this settlement resolved all outstanding issues in dispute between them arising out of this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: January 12, 2012

Residential Tenancy Branch