



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, FF

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice pursuant to section 47; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The male tenant (the tenant) confirmed that the landlord handed him the 1 Month Notice on March 16, 2012. The landlord confirmed that he received a copy of the landlord's dispute resolution hearing package posted on his door on March 30, 2012. I am satisfied that both parties were served with the above documents.

Based on the oral and written evidence, I am satisfied that the tenants first applied for dispute resolution with respect to the landlord's 1 Month Notice on March 25, 2012, within the 10-day period for doing so. However, they subsequently amended their application to show the landlord's name as it appears above in place of an incorrect corporate name for the landlord that they had provided in their initial application. As I am satisfied that the tenants met the 10-day time period established under the *Act* for submitting their application, there is no need for me to consider their request for more time to file their application.

At the hearing, the landlord made an oral request for an Order of Possession should the tenants' application to cancel his 1 Month Notice be 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? Are the tenants entitled to recover their filing fee from the landlord?

Background and Evidence

This periodic tenancy commenced on December 21, 2011. Monthly rent is set at \$650.00, payable in advance on the first of each month. The landlord continues to hold the tenants' \$325.00 security deposit paid on December 21, 2011.

Although neither party entered into written evidence a copy of the landlord's 1 Month Notice, the parties agreed that the landlord had identified April 30, 2102 as the effective date to end this tenancy. The landlord stated that he was willing to fax a copy of his 1 Month Notice to the Residential Tenancy Branch if necessary.

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 all issues in dispute at this time regarding this tenancy under the following terms:

1. The female tenant agreed to vacate the rental premises by 1:00 p.m. on April 30, 2012.
2. The male tenant agreed to pay \$146.77 to the landlord for rent for the period from May 1, 2012 until May 7, 2012 by 5:00 p.m. on May 1, 2012 and the landlord agreed that this payment will satisfy all of the tenants' rent responsibility for May 2012.
3. The parties agreed that if the male tenant complies with the financial terms of this settlement, the tenancy will end by 1:00 p.m. on May 7, 2012, by which time the male tenant will have vacated the rental premises.
4. The parties agreed that if the male tenant does not comply with the financial terms of this settlement, the tenancy will end by 1:00 p.m. on May 3, 2012.
5. All parties agreed that the above terms constitute a final and binding resolution of all 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 **only** if the tenants do not vacate the rental premises in accordance with their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$146.77. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the male tenant does not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the male tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the male tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: April 19, 2012

Residential Tenancy Branch