



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, PSF, LRE, FF

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- authorization to recover her 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 tenant confirmed that the landlord handed her a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on March 29, 2012, although this 1 Month Notice identified a different tenant's name. The landlord confirmed that the tenant handed him a copy of the tenant's dispute resolution hearing package on March 30, 2012. I am satisfied that both parties were served with the above documents in accordance with the *Act*.

The tenant testified that she had not received the landlord's written evidence package that the landlord claimed to have provided to her.

At the hearing, the landlord made an oral request for an end to this tenancy and 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 so, should the tenancy end and should the landlord be issued an Order of Possession? Should any of the requested

orders be issued against the landlord? Is the tenant entitled to recover her filing fee from the landlord?

Background and Evidence

The landlord testified that this periodic tenancy commenced on October 4, 2011. The tenant testified that her tenancy did not start until November 1, 2011, when she occupied the rental unit. Monthly rent is set at \$650.00, payable on the first of each month. The landlord continues to hold the tenant's \$200.00 security deposit paid on October 4, 2011.

The landlord testified that he had not created a written residential tenancy agreement for this tenancy and that he had relied on the name the tenant gave him at the beginning of this tenancy and the name on her cellphone when he issued the 1 Month Notice. The tenant said that the name on the 1 Month Notice and her cellphone was her sister's name as the cellphone account was under her sister's name.

The tenant entered into written evidence a copy of the 1 Month Notice which included the following reasons identified by the landlord for ending this tenancy:

Tenant has allowed an unreasonable number of occupants in the unit/site...

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

- *put the landlord's property at significant risk...*

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 testified that there was no illegal activity that he could identify that formed the basis for his pursuit of an end to this tenancy on the final of the three grounds outlined above.

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 arising out of this tenancy under the following terms:

1. Both parties agreed that the tenant will pay \$325.00 in rent for June 2012 by June 1, 2012, if she remains in the rental unit by June 1, 2012.
2. Both parties agreed that if the tenant meets the monetary provisions of this agreement, including her payment of rent for May 2012 and June 1, 2012 as set out above on time, this tenancy will end by 1:00 p.m. on June 15, 2012, by which time the tenant will have vacated the rental premises.
3. Both parties agreed that the tenant will allow the landlord to show the rental unit to prospective tenants once the landlord provides 24 hours written notice of any prospective showing.
4. The tenant agreed to withdraw her application for dispute resolution.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute at this time arising out of this tenancy.

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(s) 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: April 25, 2012

Residential Tenancy Branch