



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing concerned the tenant's application for cancellation of a notice to end tenancy for cause. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this month-to-month tenancy which began in early 2011. Monthly rent of \$750.00 is payable in advance on the first day of each month, and a security deposit of \$375.00 was collected. The landlord issued a 1 month notice to end tenancy for cause. A copy of the notice is not in evidence. The parties agree that the notice is dated March 21, 2012 and that it was personally served on the tenant on that same date. The parties also agree that the date (mistakenly) shown on the notice by when the tenant must vacate the unit is April 22, 2012, and that the reason shown on the notice for its issuance is as follows:

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

While the parties agree that police have been called to the unit and that there is at least one matter related to the tenant's conduct / behaviour that is currently before the Court, there is no evidence before me which confirms the existence of a conviction.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by not later than July 31, 2012, and that an order of possession will be issued in favour of the landlord to that effect.

In the meantime, the parties are informed of the provisions set out in section 56 of the Act which speaks to **Application for order ending tenancy early**, in part as follows:

56(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(b) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Tuesday, July 31, 2012**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order 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