



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Afton Hotel
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC

Introduction

This hearing dealt with the tenant's 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; and
- cancellation of the landlord's 1 Month Notice pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the tenant's application with one another. The tenant confirmed that the landlord's representative RK (the landlord) handed him the 1 Month Notice on February 28, 2013, seeking an end to this tenancy by March 31, 2013. The landlord confirmed that he received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on March 13, 2013. I am satisfied that the parties served one another with the above documents in accordance with the *Act*.

At the hearing, the landlord confirmed that he was still seeking an end to this tenancy and an Order of Possession based on the 1 Month Notice.

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 periodic tenancy commenced on or about July 1, 2003. Current monthly rent is set at \$415.11, payable in advance on the first of each month. The landlord continues to hold the tenant's security deposit, estimated by the tenant to be \$175.00, paid when he commenced his tenancy.

The landlord entered into written evidence a copy of the 1 Month Notice for Cause. In that Notice, the landlord cited the following reasons for the issuance of the Notice:

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

- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*
- *put the landlord's property at significant risk.*

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator 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 settled their dispute on the basis of the following final and binding resolution of all issues arising out of this tenancy:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on May 31, 2013, by which time the tenant committed that he will have vacated the rental unit.
2. 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. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in 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 10, 2013

Residential Tenancy Branch