



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, LRE, OPT, LAT

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a 1 month notice to end tenancy for cause / an order suspending or setting conditions on the landlord's right to enter the rental unit / an order of possession in favour of the tenant / and permission for the tenant to change the locks to the rental unit. Both parties attended and gave affirmed testimony.

During the hearing the landlord confirmed that she seeks an order of possession in the event the tenant's application for cancellation of the 1 month notice does not succeed.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from March 15, 2013 to March 15, 2014. Monthly rent of \$750.00 is due and payable in advance on the 15th day of each month, and a security deposit of \$375.00 was collected.

In response to a previous application by the tenant, a hearing was held in a dispute between these parties on May 9, 2013. By decision of that same date, the landlord's 1 month notice to end tenancy for cause dated April 4, 2013 was set aside.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued another 1 month notice to end tenancy dated June 30, 2013. The notice was personally served on June 30, 2013. A copy of the notice was submitted in evidence. Reasons identified on the notice in support of its issuance are as follows:

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

- significantly interfered with or unreasonably disturbed another occupant or the landlord.

Tenant has not done required repairs of damage to the unit.

The tenant filed an application to dispute the notice on July 2, 2013.

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

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by not later than **Saturday, September 7, 2013**, and that an **order of possession** will be issued in favour of the landlord to that effect;
- that the landlord will make cheque payment to the tenant in the amount of **\$300.00** in order to assist with relocation expenses, and that a **monetary order** will be issued in favour of the tenant to that effect;
- that the \$300.00 payment, as above, is conditional on the tenant's vacating the unit by not later than Saturday, September 7, 2013;
- that in the event the tenant vacates the unit by Sunday, September 1, 2013, the landlord waives payment of rent due for the period from September 1 to 7, 2013.

As the end of tenancy nears, the attention of the parties is drawn to section 37 of the Act which addresses **Leaving the rental unit at the end of a tenancy**:

37(1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Finally, the attention of the parties is drawn to section 38 of the Act which addresses **Return of security deposit and pet damage deposit**.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Saturday, September 7, 2013**. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$300.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court 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: August 07, 2013

Residential Tenancy Branch

