



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

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 he received the landlord's 1 Month Notice posted on his door by the landlord on September 27, 2013. The landlord confirmed that she received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on October 15, 2013. I am satisfied that both parties served the above documents, as well as their written evidence to one another in accordance with the *Act*.

### 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 for a rental unit in a seniors building commenced on June 1, 2011. The landlord gave undisputed testimony that a full written residential tenancy agreement took effect on January 31, 2013. Monthly rent is set at \$500.00, payable in advance on the first of each month, plus \$23.00 for cable television. The landlord continues to hold the tenant's \$250.00 security deposit

The landlord entered into written evidence a copy of the 1 Month Notice of September 27, 2013. In that Notice, requiring the tenant to end this tenancy by October 31, 2013, the landlord cited the following reason for the issuance of the Notice:

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

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*

### 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 (including the tenant's advocate) engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a resolution of all issues in dispute arising out of this tenancy and this application under the following final and binding terms:

1. Both parties agreed that this tenancy will end by May 31, 2014, by which time the tenant will have vacated the rental unit.
2. The landlord agreed to withdraw the 1 Month Notice issued on September 27, 2013, which is no longer of any force or legal effect.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute 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 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 fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice issued on September 27, 2013 is of no force or effect.

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: November 15, 2013

---

Residential Tenancy Branch

