



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, RP, FF

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 instructing the landlords to make repairs to the unit, site or property / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

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

Preliminary Matters

The tenant requested an adjournment of the hearing in order to permit additional time to prepare and submit documentary evidence in support of his application. The landlords objected to the tenant's request. In consideration of the landlords' objection, and in view of the seven (7) week period of time that has elapsed since the tenant filed his application for dispute resolution on November 8, 2013, the tenant's request for adjournment was denied.

Background and Evidence

Documentary evidence submitted by the tenant is limited to the tenant's application for dispute resolution. Documentary evidence before me is otherwise limited to what has been submitted by the landlords.

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began June 1, 2009. Monthly rent of \$1,150.00 is due and payable in advance on the first day of each month, and a security deposit of \$575.00 was collected.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlords issued a 1 month notice to end tenancy dated October 30, 2013. The notice

was served in-person on that same date. A copy of the notice was submitted in evidence. Reasons identified on the notice in support of its issuance are as follows:

Tenant is repeatedly late paying rent.

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 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

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The tenant filed an application to dispute the notice on November 8, 2013.

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

Analysis

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 no later than **Friday, February 28, 2014**, and that an **order of possession** will be issued in favour of the landlords to that effect;
- that the landlords will absorb half the cost of the tenant's \$50.00 filing fee by way of the tenant's **withholding of \$25.00** from the next regular payment of monthly rent;

- that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties, which arise out of this tenancy and which are currently before me.

As the end of tenancy nears, the attention of the parties is drawn to section 37 of the Act which speaks to **Leaving the rental unit at the end of a tenancy**, and 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 landlords effective not later than **1:00 p.m., Friday, February 28, 2014**. 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.

I hereby order that the tenant may recover half the filing fee by way of withholding **\$25.00** from the next regular payment of monthly rent.

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: December 30, 2013

Residential Tenancy Branch

