



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC, FF

Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Residential Tenancy Act* (the *Act*). The tenant applied to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47. The landlord applied for an Order of Possession for cause based on the 1 Month Notice pursuant to section 55. Both parties applied to recover the filing fees for their applications pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to discuss their applications with one another. The tenant confirmed that the landlord handed him the 1 Month Notice on November 24, 2013. Both parties confirmed that they had received one another's dispute resolution hearing packages and written evidence packages. I am satisfied that the above documents were served by the parties 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? Are either of the parties entitled to recover their filing fees from one another?

Background and Evidence

This tenancy began as a one-month rental of a room in the basement of this rental property on August 1, 2013. At the expiration of the month, the parties entered into another fixed term tenancy to end on April 30, 2014. Monthly rent is set at \$650.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$325.00 security deposit paid on August 1, 2013.

The landlord entered into written evidence a copy of his 1 Month Notice of November 24, 2013. In that Notice, requiring the tenant to end this tenancy by December 24, 2013

(corrected to December 31, 2013), the landlord cited the following reasons 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;*
- *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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to settle their applications and all issues arising out of this tenancy under the following final and binding terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on February 28, 2014 (or earlier with the agreement of the parties), by which time the tenant will have vacated the rental premises.
2. The tenant agreed that he will personally remain in the kitchen to oversee anything he is cooking on the stove or in the kitchen.
3. The tenant agreed to ensure that he has a clear path to enter and exit his rental unit at all times.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute and arising out of their applications and this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

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.

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: January 24, 2014

Residential Tenancy Branch

