



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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, to call witnesses and to cross-examine one another.

The tenant confirmed that she received the landlord's 1 Month Notice posted on her door by the landlord on December 12, 2013. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's 1 Month Notice on December 15, 2013, three days after its posting.

The landlord confirmed that she received a copy of the tenant's dispute resolution hearing package posted on the landlord's office door on January 2, 2014. I am satisfied that the landlord was deemed served with this package in accordance with sections 89 and 90 of the *Act* on January 5, 2014, the third day after its posting.

At the commencement of this hearing, I noted that the RTB received the tenant's December 21, 2013 application for dispute resolution on December 23, 2013, within the 10-day time period for applying to cancel the 1 Month Notice. As such, there was no need to consider granting an extension of time to the tenant to apply for dispute resolution to cancel the 1 Month Notice. That aspect of the tenant's application is withdrawn as it was unnecessary.

At the hearing, the landlord made an oral request for an end to this tenancy and the issuance of an Order of Possession in the event that the tenant's application were dismissed.

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 began on May 30, 2012. Economic rent for this rental unit in a subsidized housing complex for women and their children was set at \$670.00, of which the tenant is currently responsible for the payment of \$480.00 in monthly rent. The landlord continues to hold the tenant's \$335.00 security deposit paid on May 30, 2012.

The landlord issued the 1 Month Notice on the basis of two incidents that occurred in early December 2013. Although the tenant agreed to compensate the landlord for damage or losses that may have arisen out of incidents for which she bears responsibility, the tenant did not agree that the reasons cited by the landlord in the 1 Month Notice were sufficient to warrant an end to her tenancy.

The landlord entered into written evidence a copy of the 1 Month Notice requiring the tenant to end this tenancy by January 31, 2013. At the hearing, the tenant noted that this effective date was incorrect and should have been January 31, 2014. In accordance with the powers delegated to me under the Act, I have corrected the effective date of the 1 Month Notice to January 31, 2014. The landlord's 1 Month Notice 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.*

Tenant has engaged in illegal activity that has, or is likely to:

- *damage the landlord's property;*
- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*
- *jeopardize a lawful right or interest of another occupant or the landlord.*

Tenant has caused extraordinary damage to the unit/site or property/park.

At the hearing, the landlord was unable to cite any illegal activity that had occurred that had led to the issuance of charges against the tenant or her guests. As such, I advised the parties that I could not consider the landlord's application to end this tenancy for cause for the tenant's engagement in illegal activities.

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 agreed to resolve all issues arising out of the tenant's application under the following final and binding terms:

1. The tenant agreed that she will no longer allow unescorted guests in any common areas of this rental complex.
2. The tenant furthermore agreed that she will not allow any guests to have her keys to access any portion of this rental complex
3. Both parties agreed that this tenancy will continue.
4. The landlord agreed to withdraw the existing 1 Month Notice, which is no longer of any force or effect.
5. Both parties agreed that the terms of this settlement agreement as outlined above constituted a final and binding resolution of the tenant's application to cancel the 1 Month Notice.

Conclusion

To give effect to the settlement agreement reached by the parties, I order that the landlord's 1 Month Notice is set aside. The 1 Month Notice is of no force or effect. This tenancy continues.

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: February 12, 2014

Residential Tenancy Branch

