



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 2167 Dundas Street Holding Ltd.
and [tenant name suppressed to protect privacy]

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, to call witnesses and to discuss the tenant's application with one another. The tenant confirmed that he received the landlord's 1 Month Notice posted on his door on November 14, 2013. The landlord confirmed that she received a copy of the tenant's current dispute resolution hearing package sent by the tenant by registered mail on January 28, 2014. I am satisfied that the above documents were served to one another in accordance with the *Act*, and that both parties also exchanged and received written evidence with and from one another.

The tenant's advocate (the advocate) entered written evidence that the tenant's previous application to cancel the 1 Month Notice was dismissed on January 21, 2014 with leave to reapply. This resulted from neither party supplying a copy of the 1 Month Notice to the Arbitrator hearing the tenant's application.

At the beginning of this hearing, the landlord requested the issuance of an Order of Possession in the event that the tenant's application to cancel the 1 Month Notice 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

The tenant gave undisputed sworn testimony that this tenancy began on March 1, 2005. The tenant testified that a third party, the Ministry of Social Development (the Ministry) paid a \$187.50 security deposit on his behalf when he commenced his tenancy. The

landlord had no record of the payment of any security deposit for this tenancy. However, the landlord said that many items were missing from the documents that should have been provided to the landlord when the current landlord purchased this rental property in the summer of 2013. Although no written Residential Tenancy Agreement has been created by the landlord for this tenancy, the parties agreed that the monthly rent is set at \$400.00, payable on the first of each month.

The tenant entered into written evidence a copy of the 1 Month Notice.

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 all issues currently under dispute under the following final and binding terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on May 31, 2014, by which time the tenant will have vacated the rental unit.
2. The landlord agreed to withdraw the 1 Month Notice to End Tenancy for Cause, which is of no continuing force or effect.
3. Both parties agreed that the tenant paid a security deposit of \$187.50 on March 1, 2005, an amount still held towards this tenancy.
4. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues currently under dispute with respect to this tenancy.

Conclusion

The landlord's 1 Month Notice is withdrawn and is of no force.

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.

To perfect the terms of the parties' settlement agreement as outlined above, I also order that the security deposit paid by the tenant on March 1, 2005 towards this tenancy is set at \$187.50 plus applicable interest.

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: March 17, 2014

Residential Tenancy Branch

