



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Parsum Holdings
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 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 tenants confirmed that they received the landlord's 1 Month Notice posted on their door by Landlord Representative DW on March 8, 2014. The landlord's representatives confirmed that the tenants handed Landlord Representative PF a copy of their dispute resolution hearing package on March 21, 2014. I am satisfied that the parties served one another with the above documents and that the landlord served written evidence to the tenants in accordance with the *Act*.

Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

This one-year fixed term tenancy began on September 28, 2013. Monthly rent is set at \$900.00, payable in advance on the first of each month. The landlord continues to hold the tenants' \$450.00 security deposit paid on September 27, 2013.

The landlord entered into written evidence a copy of the 1 Month Notice seeking an end this tenancy by April 10, 2014. At the hearing, I noted that the corrected effective date for the landlord's 1 Month Notice was April 30, 2014. The 1 Month Notice cited the following reasons for the issuance of the Notice:

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;*
- *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.*

Although the landlord also issued a 10 Day Notice to End Tenancy for Unpaid Rent on May 2, 2014, Landlord Representative RM (the landlord) testified that the landlord received the tenant's May 2014 payment from the Ministry of Social Development the day after the landlord issued the 10 Day Notice. The landlord testified that this payment for May 2014 was accepted by the landlord for use and occupancy only.

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 settle all issues arising out of the tenants' application and this tenancy 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 tenants will have vacated the rental unit.
2. The landlord agreed to not pursue any payment for loss of rent or any other rent-related charge from the tenants for the period from June 1, 2014 until September 30, 2014, the scheduled end date for this tenancy.
3. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of the tenants' application and this tenancy.

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 tenants do not vacate the rental premises by 1:00 p.m. on May 31, 2014, in accordance

with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenant(s) 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: May 07, 2014

Residential Tenancy Branch

