



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rancho Management Services (BC) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with separate applications from each of the two tenants, which were joined into a single hearing of the tenants' applications pursuant to the *Residential Tenancy Act* (the *Act*) for:

- the female tenant's application 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;
- cancellation of the landlord's 1 Month Notice pursuant to section 47; and for
- authorization to recover the male tenant's filing fee for this application from the landlord 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 cross-examine one another. The female tenant (the tenant) confirmed that the tenants received the landlord's 1 Month Notice sent by the landlord by registered mail on March 19, 2014. In accordance with the tenant's sworn testimony and sections 88 and 90 of the *Act*, I find that the tenants were deemed served with the landlord's 1 Month Notice on March 24, 2014, the fifth day after its registered mailing.

The tenant said that she sent a copy of her dispute resolution hearing package to the landlord by registered mail on March 25, 2014, after filing her application for dispute resolution with the Residential Tenancy Branch on March 20, 2014. The landlord's representative at this hearing (the landlord) testified that the landlord received a copy of the female tenant's dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the female tenant's dispute resolution hearing package on March 31, 2014, the fifth business day after its registered mailing.

Although the female tenant was acting as her husband's agent with respect to his separate application to cancel the 1 Month Notice, she was uncertain if a copy of his

dispute resolution hearing package had been provided to the landlord. The landlord gave sworn testimony that the landlord has not received any separate hearing package containing any copy of the male tenant's application for dispute resolution. Based on this sworn testimony, I advised the parties at the hearing of my finding that the male tenant had not demonstrated that he had served the landlord with a copy of his dispute resolution hearing package which needed to include his application for dispute resolution to the landlord in accordance with section 89 of the *Act*. I dismiss the male tenant's application for dispute resolution for that reason.

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 tenancy began as a one-year fixed tenancy on June 15, 2005. At the expiration of the initial term, the tenancy continued as a periodic tenancy. Monthly rent has increased from \$975.00 to the current rent of \$1,045.00 over this period. The landlord continues to hold the tenants' \$487.50 security deposit paid on June 15, 2005.

The tenant entered into written evidence a copy of the landlord's 1Month Notice in which the landlord cited the following reasons for issuing the Notice and seeking an end to this tenancy by April 30, 2014:

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

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.

The tenant confirmed once more that she had her husband's authorization to act on his behalf. She entered into a settlement of this dispute with the landlord under the following final and binding terms:

1. Both parties agreed that this will end by 1:00 p.m. on August 31, 2014, by which time the tenants will have vacated the rental unit.

2. The landlord agreed to withdraw the current 1 Month Notice for Cause.
3. Both parties agreed that in the event that the tenants are successful in obtaining alternate accommodations to enable them to vacate the rental unit before August 31, 2014, that this tenancy can end within 30 days of the tenants' provision of written notice to end the tenancy to the landlord.
4. Both parties agreed that this settlement constituted a final and binding resolution of both tenants' applications for dispute resolution and all issues currently under dispute arising out of 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 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 1:00 p.m. on August 31, 2014, as 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.

In light of the above settlement of all issues arising out of this tenancy, I dismiss the male tenant's application without leave to reapply.

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 12, 2014

Residential Tenancy Branch

