



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Property Management Inc.
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 cross-examine one another. The tenant confirmed that the landlord handed him the 1 Month Notice on July 11, 2014. The landlord confirmed that the tenant handed the landlord's office staff a copy of the tenant's dispute resolution hearing package on July 21, 2014. I am satisfied that the parties served one another with the above documents and their written evidence in accordance with the *Act*.

At the commencement of the hearing, the landlord made an oral request to retain the tenant's security deposit and to obtain an Order of Possession if the tenant's application to cancel the 1 Month Notice were dismissed. I can only consider the landlord's oral request for an Order of Possession as there was no application before me regarding the tenant's security deposit and the tenant has not yet vacated the rental unit.

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 April 1, 2013. Monthly rent is set at \$375.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$187.50 security deposit paid on or about April 1, 2013.

The tenant entered into written evidence a copy of the 1 Month Notice requiring the tenant to end this tenancy by August 31, 2014. In that Notice, 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;...*

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

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

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 dispute on the basis of the following final and binding terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2014, by which time the tenant will have vacated the rental unit.
2. The tenant agreed to pay his monthly rent for September 2014, as required by the terms of his Residential Tenancy Agreement.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues regarding the landlord's 1 Month Notice and the tenant's application to cancel that Notice.

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 **only** if the tenant does not comply with the monetary terms of their agreement **and** fails to 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 in accordance with 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: August 21, 2014

Residential Tenancy Branch

