



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

The Tenant stated that on January 05, 2015 he personally served the male Landlord with the Application for Dispute Resolution, the Notice of Hearing, and documents that he had submitted to the Residential Tenancy Branch on January 05, 2015. The male Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On January 13, 2015 the Tenant submitted additional documents to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The Tenant stated that these documents were personally served to the male Landlord on January 13, 2015. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On January 16, 2015 the Landlord submitted documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The male Landlord stated that he personally served these documents to the Tenant on January 12, 2015. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On January 19, 2015 the Landlord submitted additional documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The male Landlord stated that he personally served these documents to the Tenant on January 19, 2015. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

Both parties were represented at the hearing. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on November 01, 2014 and that the Tenant is required to pay rent of \$800.00 by the first day of each month.

The Landlord and the Tenant agree that a One Month Notice to End Tenancy for Cause, dated December 31, 2014, was personally served to the Tenant by the male Landlord on January 04, 2015. This Notice declared that the Tenant must vacate the rental unit by January 31, 2015.

The reasons cited for ending the tenancy on the Notice to End Tenancy were that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord; that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the Landlord; that the Tenant or a person permitted on the property by the Tenant has put the Landlord's property at significant risk; and that the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant or the Landlord.

At the hearing the Tenant stated that he was willing to settle this dispute by mutually agreeing to end the tenancy on February 28, 2015. The Landlord did not initially agree to the settlement offer proposed by the Tenant.

Section 47(2) of the *Act* stipulates that a One Month Notice to End Tenancy for Cause must end the tenancy on a date that is not earlier than one month after the date the notice is received and is the day before the day in the month that rent is payable under the tenancy agreement. As the One Month Notice to End Tenancy for Cause was not served until January 04, 2015 and rent is due by the first of each month, the earliest effective date the Notice to End Tenancy, dated December 31, 2014, is February 28, 2015.

The parties were advised that since the earliest effective date of the Notice is February 28, 2015, the Landlord would not have the right to end the tenancy prior to February 28, 2015 on the basis of this Notice to End Tenancy. Upon receiving this information the Landlord agreed to the settlement offer proposed by the Tenant, providing the Landlord received an Order of Possession for February 28, 2015. The Tenant agreed that an Order of Possession could be granted as part of the settlement agreement.

Prior to agreeing to the settlement, the female Landlord declared that the Landlord will be pursuing an early end to the tenancy, in spite of this settlement agreement.

Analysis

This matter has been resolved, by mutual consent, under the following terms:

- The tenancy will end of February 28, 2015
- The Landlord will be granted an Order of Possession that is effective February 28, 2015.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on February 28, 2015. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 23, 2015

Residential Tenancy Branch

