



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, CNC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenants, pursuant to section 72.

This hearing also dealt with the tenants' cross-application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated November 25, 2014 ("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 and to call witnesses.

At the hearing, the landlord's two agents "MA" and "SA," appeared as agents on behalf of the commercial landlord VES and the personal landlord, GL (individually "landlord VES" and "landlord GL" and collectively "landlords"). Both MA and SA confirmed that they are authorized to represent both VES and GL as agents at this hearing, including settling any claims on their behalf. Landlord GL is the owner of the rental building. Landlord PB, who is named in the tenancy agreement, is the property manager. Landlord VES is agent for GL.

The landlord's application was made only on behalf of one landlord GL ("landlord"). Accordingly, in certain portions of this decision, the landlord's application is referred to in the singular form of "landlord" only. Therefore, the corresponding order of possession is issued in the name of the one landlord GL only, as he is the only landlord that made the application.

The tenants' cross-application (individually "tenant TB" and "tenant JB" and collectively "tenants"), named both VES and GL as respondents/landlords. The 1 Month Notice was in the name of both landlords VES and GL. Therefore, in certain portions of this decision, the landlords VES and GL are referred to in the plural form of "landlords."

MA testified that the tenant GB was personally served with the landlords' 1 Month Notice, dated November 25, 2014, on the same date. Both tenants confirmed receipt of the 1 Month Notice. In accordance with sections 88 and 90 of the Act, I find that the tenants were served with the 1 Month Notice on November 25, 2014.

The tenant TB testified that he served the landlords with the tenants' application for dispute resolution hearing notice. MA confirmed receipt of the tenants' application on December 1, 2014. In accordance with sections 89 and 90 of the Act, I find that the landlords were duly served with the tenants' application.

MA testified that she served the tenants with the landlord's application for dispute resolution hearing package on December 22, 2014, via registered mail. Tenant TB confirmed receipt of the landlord's application on behalf of both tenants. In accordance with sections 89 and 90 of the Act, I find that the tenants were served with the landlord's application, as declared by the parties.

Issues to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

Both parties stated that this tenancy began on September 1, 2013 for a fixed term of six months, after which it transitioned to a month to month tenancy. Monthly rent in the amount of \$750.00 is payable on the first day of each month. A security deposit of \$375.00 was paid by the tenants on August 30, 2013, which the landlord continues to retain.

A 1 Month Notice was issued on behalf of both landlords, VES and GL. The landlord seeks an order of possession for cause, against the tenants, as well as to recover the filing fee for the application.

The tenants dispute the landlords' 1 Month Notice. The tenants received the 1 Month Notice on November 25, 2014 and made an application for dispute resolution on December 1, 2014. Therefore, the tenants are within the 10 day time limit imposed by section 47(4) of the Act.

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 the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on February 28, 2015, by which time the tenants will have vacated the rental unit;
2. The landlords withdrew the landlord's application to recover the filing fee from the tenants.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties provided verbal confirmation that they agreed with the above terms.

Conclusion

As I advised both parties during the hearing, to give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord GL **only** if the tenants fail to vacate the rental premises by 1:00 p.m. on February 28, 2015. The landlord GL is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not vacate the premises by 1:00 p.m. on February 28, 2015. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlords' 1 Month Notice, dated November 25, 2014, is cancelled and of no force or effect.

The landlord's application to recover the filing fee from the tenants, was withdrawn. The landlord must bear the cost of the landlord's filing fee.

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: January 06, 2015

Residential Tenancy Branch

