



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WHEELER/CHEAM REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "Notice") pursuant to section 47 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Agreed Facts

This month to month tenancy began July 1, 2011 with a rental amount of \$950.00 payable on the first of each month. The landlord continues to hold a security deposit in the amount of \$475.00 and a pet damage deposit in the amount of \$250.00 paid by the tenant on July 1, 2011 and July 31, 2011 respectively. The Tenant had two pets in the unit. The landlord issued the Notice with an effective date of December 31, 2014 based on two grounds:

- the tenant has been repeatedly late in payment of rent; and
- the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

A 1 Month Notice to End Tenancy ("the Notice") was personally served on the tenant on November 13, 2014. She applied to cancel the Notice. The tenant personally served the landlord with a copy of her dispute resolution hearing package by handing it directly to the receptionist at the landlord's office on November 28, 2014. The landlord confirmed receipt of the package and Notice for Hearing. Pursuant to section 89 of the *Act*, the landlord has been duly served the tenant's dispute resolution hearing package.

Settlement Agreement

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agree as follows:

1. The tenancy will end on February 28, 2015 at 1.00 p.m.;
2. The tenancy may be ended earlier than February 28, 2015 if the two conditions below are not met;
 1. The current unauthorized occupant and his pets will be removed from the property on or before December 31, 2014 at 12.00 p.m.; and
 2. The tenant will pay rent on the first day of each month;
3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between these parties, I issue the attached Order of Possession effective February 28, 2015. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible after a failure to comply with the terms of the above settlement 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: January 6, 2015

Residential Tenancy Branch

