



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal Providence Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, RR, FF / OPC

Introduction

In response to an application by the tenants, this hearing was originally scheduled for telephone conference call on February 18, 2015. Both parties attended and / or were represented on that occasion, and the landlord requested an adjournment. By way of interim decision dated February 18, 2015 the request for adjournment was granted, and the hearing was rescheduled to commence at 10:30 a.m. on March 18, 2015.

Both parties attended and / or were represented at this rescheduled hearing and gave affirmed testimony. The hearing concerns the tenants' application for cancellation of a notice to end tenancy for cause; permission to reduce rent for repairs, services or facilities agreed upon but not provided; and recovery of the filing fee. During the hearing the landlord requested an order of possession in the event the tenants' application for cancellation of the notice to end tenancy for cause does not succeed.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began August 15, 2013. Monthly rent of \$1,200.00 is due and payable in advance on the first day of each month. A security deposit of \$600.00 and a pet damage deposit of \$600.00 were collected. A move-in condition inspection report was completed with the participation of both parties.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated January 30, 2015. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants

must vacate the unit is February 28, 2015. Reasons identified on the notice in support of its issuance are as follows:

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
- put the landlord's property at significant risk

Tenant has engaged in illegal activity that has, or is likely to:

- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

The tenants filed an application to dispute the notice on February 04, 2015. During the hearing the parties undertook to resolve their dispute.

Analysis

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenants will vacate the unit by not later than **May 31, 2015**, and that an **order of possession** will be issued in favour of the landlord to that effect;
- that on the occasion of the move-out condition inspection involving both parties at the end of tenancy, the landlord will hand-deliver **one (1) cheque** which is made payable to both tenants in the total amount of **\$500.00**, and that a **monetary order** will be issued in favour of the tenants to that effect;
- that the landlord will hand-deliver by not later than **May 01, 2015**, a **letter of reference** which may be used by the tenants in their search for alternate accommodation;
- that the tenants will sign a **letter of undertaking** to be prepared by the landlord in which, going forward, the tenants agree **not to interfere** in any way whatsoever with other renters in the building;

- that the **landlord withdraws the application** for dispute resolution in which the tenants are named as respondents, and in relation to which a hearing has been scheduled for **March 24, 2015**;
- that the above hearing will be **cancelled** by the Residential Tenancy Branch;
- that the above particulars comprise **full and final settlement** of all matters in dispute for both parties, which arise out of this tenancy and which are currently before me.

As the end of tenancy nears, the attention of the parties is drawn to the following particular sections of the Act:

Section 37: **Leaving the rental unit at the end of a tenancy**

Section 38: **Return of security deposit and pet damage deposit**

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **May 31, 2015**. This order must be served on the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$500.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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: March 18, 2015

Residential Tenancy Branch

