



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was personally served on the Tenant on March 16, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on March 23, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated March 16, 2015?

Background and Evidence

The tenancy began in March 2010. The rent is subsidized and presently provides the tenant(s) would pay rent of \$375 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$550 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy relies on section 47(1)(d) of the Residential Tenancy Act.

That section provides as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

(d) the tenant or a person permitted on the residential property by the tenant has

...

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(iii) put the landlord's property at significant risk;

Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on August 1, 2015.
- b. The parties request that the arbitrator issue an Order for Possession for August 1, 2015.
- c. For the balance of the tenancy the tenant shall:
 - Allow monthly access to the landlord on 24 hours notice for safety checks;
 - Allow immediate access without notice if there is an emergency;
 - All access to the landlord and officials from the City of Vancouver on 24 hours notice.

As a result of the settlement I granted an Order for Possession effective 1:00 p.m. on August 1, 2015.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: April 23, 2015

Residential Tenancy Branch

