



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, OPC

Introduction

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated February 24, 2015 ("1 Month Notice"), pursuant to section 47;
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The landlord's agent, MM ("landlord") and the three tenants, tenant JM ("tenant"), "tenant EA" and "tenant CP" (collectively "tenants") attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord intended to call two witnesses at this hearing but given that this matter settled, witness testimony was not heard. The landlord confirmed that he is the senior property manager for the landlord company RLCC that acts as the two individual landlords' managing agent. The landlord confirmed that he had authority to represent the two individual landlords as an agent at this hearing.

The tenant confirmed personal receipt of the landlords' 1 Month Notice on February 28, 2015. In accordance with section 88 of the *Act*, I find that all three tenants were duly served with the landlords' 1 Month Notice.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application"), by way of registered mail. In accordance with sections 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants' Application.

The landlord confirmed that the landlords' written evidence package was served upon the tenants by way of registered mail on April 2, 2015. The landlord provided a Canada Post tracking number orally during the hearing. The tenant stated that he received a pick-up notice on April 9, 2015, but he had not yet retrieved the mail package. Given

that this matter settled at this hearing, I do not find it necessary to make a determination regarding service of the landlords' written evidence package upon the tenants.

During the hearing, the landlord made an oral request for an order of possession, if the tenants' application to cancel the 1 Month Notice was dismissed.

Issue to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, are the landlords entitled to an Order of Possession for Cause?

Are the tenants entitled to recover the filing fee for this Application from the landlords?

Background and Evidence

The tenant began his tenancy in May 2013, tenant EA began her tenancy in October 2012, and tenant CP began her tenancy in January 2014. The landlord stated that the landlord company RLCC began operating as a managing agent for the two individual landlords in October 2014. The landlord indicated that a new tenancy agreement was signed with the tenants at this time as per the two individual landlords' request.

The landlord testified that this tenancy began pursuant to the new tenancy agreement on May 1, 2014 and continues to present. Both parties initialled the area on the tenancy agreement indicating that the tenants are required to vacate the rental unit at the end of the fixed term on April 30, 2015. Monthly rent of \$2,350.00 is payable on the first day of each month. A security deposit of \$1,200.00 total was paid by the tenants and the landlords continue to retain this deposit.

The landlords issued the 1 Month Notice, with an effective vacancy date of March 31, 2015, for the following reasons:

- *Tenant or a person permitted on the property by the tenant has:*
 - *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
 - *put the landlord's property at significant risk.*
- *Tenant has caused extraordinary damage to the unit/site or property/park.*
- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

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 April 30, 2015, as per the fixed term tenancy agreement, by which time the tenants and any other occupants will have vacated the rental unit;
2. The tenants agreed to bear their own cost for the \$50.00 filing fee for this Application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlords **only** if the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on April 30, 2015. The landlords are provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on April 30, 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.

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 13, 2015

Residential Tenancy Branch