



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 259 Powell Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This is an application filed by the tenant to cancel a notice to end tenancy issued for cause pursuant to section 47 of the Residential Tenancy Act.

Both parties attended the hearing by conference call and gave testimony. The landlord confirmed receipt of the notice of hearing package. Both parties confirmed receipt of the submitted documentary evidence by the other party.

Both parties confirmed in their direct testimony that the tenant was served with a 1 Month Notice to End Tenancy issued for Cause dated February 24, 2015. The parties agreed that the Notice was posted to the rental unit door as shown in the submitted copy of the proof of service document.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the notice to end tenancy?

Background and Evidence

This tenancy began on April 1, 2014 on a month-to-month basis as confirmed by both parties in their direct testimony. The monthly rent is \$550.00, payable on the 1st of each month and a security deposit of \$275.00, paid on March 20, 2014.

The 1 Month Notice to End Tenancy issued for Cause dated February 24, 2015 displays an effective end of tenancy date of March 31, 2014. Both parties agreed that this was a typo and that the date should have been March 31, 2015. The notice provides two reasons for cause:

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.

During the hearing both parties entered into discussions in the hopes of a settlement by which a mutual agreement to end the tenancy could be achieved, while addressing the landlords' concerns.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlords agreed to withdraw the 1 Month Notice.
3. The tenant agreed to keep the rental premises in a reasonably clean condition.
4. Both parties agreed to mutually end the tenancy on May 31, 2015 at or before 1 pm., by which time the tenant agreed to have vacated the rental unit.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenants' application is withdrawn. The landlord's 1 Month Notice is cancelled

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their 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: April 1, 2015

Residential Tenancy Branch

