



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AMACON PROPERTY MANAGEMENT SERVICES INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OPC, OLC

### Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated April 10, 2015 ("1 Month Notice"), pursuant to section 47; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62.

The landlord's three agents, BK, RB and DT (collectively "landlord") and one tenant, JK ("tenant") attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. Landlord BK confirmed that she is the resident manager, landlord RB confirmed that she is the previous resident manager and landlord DT confirmed that she is the assistant to the assistant property manager for the landlord company named in this application. All three of the landlord's agents confirmed that they had authority to appear on behalf of the landlord company as agents at this hearing. The tenant confirmed that the other two tenants named in this application are her grandchildren.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application") and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' Application and the tenants were duly served with the landlord's written evidence package.

The tenant confirmed personal receipt of the landlord's 1 Month Notice on April 15, 2015. In accordance with section 88 of the *Act*, I find that the tenants were duly served with the landlord's 1 Month Notice on April 15, 2015.

During the hearing, I amended the tenants' Application in accordance with section 64(3)(c) of the *Act*, to correct the legal name of the landlord company, as the landlord consented to the tenants' request. The correct name of the landlord company is now reflected on the front page of this decision.

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

### Issues to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Are the tenants entitled to an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement?

### Background and Evidence

The landlord confirmed that this tenancy began on March 25, 2014 for a fixed term that ended on April 30, 2015, after which it transitioned to a month to month tenancy. Monthly rent in the amount of \$800.00 is payable on the first day of each month. A security deposit of \$400.00 was paid by the tenants. A written tenancy agreement was provided with the landlord's written evidence package. The tenants continue to reside in the rental unit.

The landlord issued the 1 Month Notice, which indicates an effective move-out date of May 31, 2015, for the following reasons:

- *Tenant has allowed an unreasonable number of occupants in the unit/site*
- *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;*
- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*
- *Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.*

The tenants disputed the 1 Month Notice within the ten days permitted under section 47(4) of the *Act*, as they filed their Application on April 17, 2015.

## 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 June 30, 2015, by which time the three tenants and any other occupants will have vacated the rental unit.

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 landlord **only** if the tenants and any other occupants on the premises fail to vacate the rental premises by 1:00 p.m. on June 30, 2015. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenants and any other occupants on the premises fail to vacate the rental premises by 1:00 p.m. on June 30, 2015. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia. The landlord's 10 Day Notice, dated April 10, 2015, is cancelled and of no force or effect.

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: May 15, 2015

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Residential Tenancy Branch

