



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, FF
OPC

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a notice to end tenancy for cause / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

During the hearing, landlord "DJC" confirmed that the landlords seek an order of possession in the event the tenant's application 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 fixed term of tenancy is from September 15, 2013 to September 15, 2014. Monthly rent of \$1,400.00 is due and payable in advance on the first day of each month, and a security deposit of \$700.00 was collected.

A second written tenancy agreement was entered into for a month-to-month tenancy beginning from September 15, 2014. Monthly rent remains unchanged at \$1,400.00 per month, and it is due and payable in advance on the first day of each month. The security deposit earlier collected of \$700.00 was carried forward.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlords issued a 1 month notice to end tenancy dated May 31, 2015. The notice was personally served on May 31, 2015. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is July 01, 2015. Reasons identified on the notice in support of its issuance are as follows:

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

- damage the landlord's property [running illegal bed + breakfast without homeowner's insurance or written consent]
- jeopardize a lawful right or interest of another occupant or the landlord

Tenant has assigned or sublet the rental unit without landlord's written consent

Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit

The tenant filed an application to dispute the 1 month notice on June 03, 2015, and he presently continues to reside in the unit.

Pursuant to section 49 of the Act which addresses **Landlord's notice: landlord's use of property**, the landlords also issued a 2 month notice to end tenancy dated May 31, 2015. This notice was also personally served on May 31, 2015. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is August 01, 2015. The reason identified on the notice in support of its issuance is as follows:

The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse.

The tenant has not filed an application to dispute the 2 month notice, and there is no application for dispute resolution before me from the landlord.

During the hearing the parties undertook to resolve the 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 tenant will vacate the unit by not later than **Friday, July 31, 2015**, and that an **order of possession** will be issued in favour of the landlords to that effect.

As the parties achieved a settlement of the dispute during the hearing, I find that the tenant has established entitlement to recovery of ½ the \$50.00 filing fee in the amount of **\$25.00**. Accordingly, pursuant to section 67 of the Act I hereby issue a **monetary order** in favour of the tenant to that effect.

Finally, 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 landlords effective not later than **Friday, July 31, 2015**. This order must be served on the tenant. Should the tenant 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 tenant in the amount of **\$25.00**. Should it be necessary, this order may be served on the landlords, 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: July 14, 2015

Residential Tenancy Branch

