



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards
A matter regarding GREEN VALLEY MOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

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

- an early end to this tenancy and an Order of Possession, pursuant to section 56.

The landlord's agent, JL ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to call witnesses. The landlord confirmed that he had authority to speak on behalf of the landlord company named in this Application, as an agent at this hearing.

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

The tenant testified that she currently uses her maiden name as her correct legal surname. The landlord requested to amend the landlord's Application to add the tenant's maiden name. In accordance with section 64(3)(c) of the *Act*, I amend the landlord's Application in this regard and this change is now reflected in the style of cause on the front page of this decision.

Issue to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

Both parties agreed that this month-to-month tenancy began on September 1, 2014. The landlord confirmed that there is no written tenancy agreement, as only a guest registration form was completed. The landlord confirmed that although the rental unit is

located at a motel, the tenant resides there pursuant to a tenancy agreement, where she is required to pay monthly rent. Monthly rent in the amount of the \$750.00 is payable on the first day of each month. A security deposit was paid by the tenant and the landlord continues to retain this deposit. The landlord noted that the tenant does not occupy the unit for travel or vacation accommodation.

The landlord seeks an early end to this tenancy and an order of possession.

The landlord provided copies of four 10 Day Notices to End Tenancy for Unpaid Rent or Utilities ("four 10 Day Notices"):

- dated February 2, 2015 with an effective vacancy date of February 12, 2015;
- dated April 4, 2015 with an effective vacancy date of April 14, 2015;
- dated May 5, 2015 with an effective vacancy date of May 15, 2015;
- dated June 3, 2015 with an effective vacancy date of June 13, 2015.

The landlord also provided copies of three 1 Month Notices to End Tenancy for Cause ("three 1 Month Notices"):

- dated December 10, 2014 with an effective vacancy date of December 31, 2014 for the reason that the *"tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord"*;
- dated March 3, 2015 with an effective vacancy date of March 31, 2015 for the reasons that the *"tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; the 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 and jeopardize a lawful right or interest of another occupant or the landlord"*;
- dated June 9, 2015 with an effective vacancy date of June 30, 2015 for the reason that the *"tenant is repeatedly late paying rent."*

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 August 15, 2015, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties confirmed 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 tenant and any other occupants on the premises fail to vacate the rental premises by 1:00 p.m. on August 15, 2015. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants do not vacate the premises by 1:00 p.m. on August 15, 2015. 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.

The landlord's four 10 Day Notices and three 1 Month Notices are all 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: July 29, 2015

Residential Tenancy Branch