



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, CNC, FF

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was personally served on the Tenants on June 10, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the tenants was sufficiently served on the landlords by mailing, by registered mail to where the landlord resides on June 11, 2015. I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlords was personally served on the landlords on July 20, 2015. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the one month Notice to End Tenancy dated June 10, 2015?
- b. Whether the tenants are entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to an Order for Possession?

- d. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a tenancy agreement that provided that the tenancy would start on October 1, 2012. The rent is \$2300 per month payable on the first day of each month. The tenants did not pay a security deposit. The rental property is being used for a licensed marijuana grow business.

The landlord served a one month Notice to End Tenancy on the tenants alleging the tenants breached a material term of the tenancy agreement. In particular the landlord alleges the tenants have altered the electrical system with proper permit thus voiding the insurance for the rental property and failed to deal with the smell of marijuana emanating from the property.

### Settlement:

During the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agreement to end the tenancy on November 28, 2015 and the tenants shall vacate by that time.
- b. The tenants shall be responsible to pay 28 days of rent for November (28 divided by 30 multiplied by \$2300 = \$2147) or the sum of \$2147.
- c. The tenants shall ensure the smoke alarms are working in the rental unit.
- d. The tenants shall remove their belongings from the garage and the landlords shall be at liberty to use the garage for their own use.
- e. The tenants and the landlords shall jointly inspect the electrical system and the tenants shall ensure that it meets the Electrical Code and if it does not, the tenants shall hire a licensed electrical contractor to bring it up to Code.
- f. The Notice to End Tenancy dated June 10, 2015 shall be cancelled on a without prejudice basis and if a problem continues with the electrical system the landlord

shall be at liberty to served a new one month Notice to End Tenancy on the tenants based on the same grounds.

Analysis - Order of Possession:

**As a result of the settlement I granted an Order for Possession effective November 28, 2015.** I ordered the one month Notice to End Tenancy dated June 10, 2015 be cancelled on a without prejudice basis. All other claims in the Applications for Dispute Resolution are dismissed.

The tenants must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: August 11, 2015

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Residential Tenancy Branch

