



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SOCIETY FOR CHRISTIAN CARE OF THE ELDERLY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated February 23, 2016 ("1 Month Notice"), pursuant to section 49; and
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The individual landlord, JJ ("landlord"), "landlord WM," and "landlord PS" (collectively "landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he was the executive director and landlord WM was the executive assistant for the property management company representing the "landlord company" named in this application. Landlord PS is the building manager for the landlord company. All three agents confirmed that they had authority to represent the landlord company at this hearing. This hearing lasted approximately 36 minutes in order to allow both parties to fully negotiate a settlement of this claim.

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

In accordance with section 64(3)(c) of the *Act*, I amend the tenant's Application to correct the landlord company's name in the style of cause on the front page of this decision. The landlord confirmed that he had notice of the tenant's claim against the landlord company and that the full name of the company was not included in the tenant's Application, only the abbreviated version.

### Issues to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, are the landlords entitled to an order of possession?

Is the tenant entitled to recover the filing fee paid for his Application?

### Background and Evidence

Both parties agreed to the following facts. This month-to-month tenancy began on November 1, 2006. Monthly rent in the amount of \$530.00 is payable on the first day of each month. The tenant has paid rent in full to date, for this tenancy, including for April 2016. The tenant paid a security deposit of \$200.00 and the landlords continue to retain this deposit. The tenant continues to reside in the rental unit. A copy of the written tenancy agreement was provided for this hearing.

The tenant seeks to cancel the landlords' 1 Month Notice, which has an effective move-out date of March 31, 2016, which was issued for the following reasons:

- *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.*

The tenant also seeks to recover the \$100.00 filing fee paid for his Application.

### 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, 2016, by which time the tenant and any other occupants will have vacated the rental unit;

2. Both parties agreed that the landlords will pay the tenant \$100.00, representing the filing fee for the tenant's Application, to be deducted from the rent that the tenant owes to the landlords for May 2016;
3. Both parties agreed that the landlords will provide a tenancy reference for the tenant for future prospective rental units; and
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant'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 testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

During the hearing, I reconfirmed a number of times with the tenant that he wanted to settle his Application and vacate the rental unit. I advised the tenant that I was prepared to hold a full hearing, including with all witnesses testifying, and make a decision about his Application. I notified the tenant that I had not made a decision or given any opinions about his Application during the hearing. Both parties agreed at the outset of the hearing that they wished to settle the matter so I did not hear any evidence or testimony about the merits of the landlords' 1 Month Notice. The tenant confirmed, under oath, that he wanted to settle his claim and he was sure about his decision.

### 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 landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 2016. The landlords are 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 fail to vacate the rental premises by 1:00 p.m. on June 30, 2016. 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 landlords' 1 Month Notice, dated February 23, 2016, is cancelled and of no force or effect.

In order to implement the above settlement between the parties, I order the tenant to deduct \$100.00 from the May 2016 rent payment owed to the landlords at the rental unit.

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 21, 2016

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Residential Tenancy Branch