



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, FF

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on January 27, 2017 the Application for Dispute Resolution, the Notice of Hearing and the One Month Notice to End Tenancy for Cause, dated January 20, 2017, were personally served to the Landlord. The female Landlord acknowledged receipt of these documents.

The Tenant stated that on February 03, 2017 an Amendment to the Application for Dispute Resolution, the One Month Notice to End Tenancy for Cause, dated January 31, 2017, and a Proof of Service were personally served to the Landlord. The male Landlord stated that the Landlords were served with the Amendment to the Application for Dispute Resolution and the One Month Notice to End Tenancy for Cause, dated January 31, 2017, and these documents were accepted as evidence for these proceedings.

The male Landlord stated that the Landlords did not receive the Proof of Service. As the Landlords do not acknowledge receiving this document it was not accepted as evidence for these proceedings. As this document is simply a declaration that the Amendment to the Application for Dispute Resolution was served to the Landlords, which is not in dispute, I find this document is irrelevant.

On February 07, 2017 the Landlords submitted 3 pages of evidence and 15 photographs to the Residential Tenancy Branch. The male Landlord stated that these documents were slid under the Tenant's door on February 09, 2017. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

The Landlords and the Tenant agree that a One Month Notice to End Tenancy for Cause, dated January 20, 2017, was served to the Tenant. The parties agree that the Landlords did not check any of the reasons for ending the tenancy that are listed on the second page of the Notice to End Tenancy.

The Landlords and the Tenant agree that a One Month Notice to End Tenancy for Cause, dated January 31, 2017, was also served to the Tenant. The parties agree that reasons for ending the tenancy that were checked on the second page of this Notice to End Tenancy were that the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord and that the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk.

After considerable discussion regarding the reasons the Landlords wish to end this tenancy the parties mutually agreed to settle this dispute under the following terms:

- the aforementioned two Notices to End Tenancy for Cause will be set aside;
- the tenancy will end, by mutual consent, on April 30, 2017;
- the Tenant will not be required to pay rent for April of 2017;
- the Tenant may reduce her rent payment for March of 2017 by \$100.00;
- the Tenant will make reasonable efforts to clean her suite in a reasonable amount of time;
- the Landlords may inspect the rental unit providing they provide written notice of the inspection and provided the inspections with comply with the *Act*;
- the Landlords may provide written notice of an inspection by email; and
- the Landlords will receive an Order of Possession that gives them the right to regain possession of the rental unit on April 30, 2017.

Analysis

The issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion

The parties have settled this dispute in accordance with the terms recorded in this decision.

This decision is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 23, 2017

Residential Tenancy Branch

