



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LE GERS PROPERTIES INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNC OPC

### **Introduction:**

Both parties and a support person for the tenant attended the hearing and gave sworn testimony. I find that the Notice to End a Residential Tenancy dated August 11, 2017 to be effective September 30, 2017 was served in the tenant's mailbox and his Application for Dispute Resolution was served by registered mail. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The tenant applies to cancel a Notice to End the Tenancy for cause pursuant to section 47 of the *Residential Tenancy Act* (the Act).

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. It is undisputed that the tenancy began about 4 years ago, rent is currently \$814 a month and neither of the parties recalled the amount of the security deposit. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

- a) The tenant breached a material term of the tenancy agreement.

The landlord supplied evidence that the tenant would not allow entry for mandatory fire inspection. The tenant and his support worker said they had negotiated a settlement agreement with the landlord without any coercion. The landlord agreed with the terms stated. They requested I record the agreement and issue an Order of Possession in compliance with its terms.

### **Settlement Agreement;**

- 1. The parties agree the tenancy will end on November 30, 2017. The tenant will vacate by that date and the landlord will be granted an Order of Possession effective November 30, 2017.**

2. The landlord agrees to provide a reference for the tenant stating he has been a tenant for 5 years and always pays his rent on time.
3. This agreement settles all matters between the parties to this date in respect to this tenancy.

**Analysis:**

Pursuant to the above noted settlement, I find the tenancy is at an end on November 30, 2017. I grant the landlord an Order for Possession effective November 30, 2017.

**Conclusion:**

The tenant's application to cancel the Notice to end Tenancy is dismissed. The tenancy is ended on November 30, 2017 and I find the landlord entitled to an Order of Possession for that date. The filing fee was waived.

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: October 18, 2017

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Residential Tenancy Branch