



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenants served the landlords with the notice of hearing package via Canada Post Registered Mail on September 5, 2017. No documentary evidence was provided by the tenants. Both parties confirmed that the landlords served the tenants with the submitted documentary evidence via Canada Post Registered Mail on October 26, 2017. Neither party raised any issues for service. I accept the undisputed evidence of both parties and find that both parties have been properly served with the notice of hearing package and the submitted documentary evidence as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Are the tenants entitled to an order cancelling the 1 Month Notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on a month-to-month basis as per the signed tenancy agreement dated December 23, 2016. The monthly rent is \$640.00 payable on the 1st day of each month. A security deposit of \$320.00 was paid on December 23, 2016.

The tenants seek an order cancelling the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice). Neither party provided a copy of the 1 Month Notice.

On August 20, 2017, the landlord served the tenants with the 1 Month Notice August 20, 2017. The 1 Month Notice sets out an effective end of tenancy date of September 30, 2017 and that it was being given as:

- the tenant or person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
- the tenant has caused extraordinary damage to the unit.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord provided details that the tenants have caused multiple noise complaints given by other tenants in the rental building, damaged the property via an air condition leak in the flooring and had a cat and fish which was contrary to the no pets allowed condition in the signed tenancy agreement.

Analysis

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on January 3, 2018, by which time the tenants will have vacated the rental unit.

The landlords agreed to withdraw the 1 Month Notice dated August 20, 2017.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from the application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlords if the tenants fail to vacate the rental

premises in accordance with their agreement by 1:00 pm on January 3, 2018. The landlords are provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: November 15, 2017

Residential Tenancy Branch