



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlords' application pursuant to section 56 of the *Residential Tenancy Act* (the *Act*) for an early end to this tenancy and an Order of Possession.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed that he was handed a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) by one of the landlords on November 3, 2017.

As the tenant confirmed that he received the landlords' dispute resolution and written evidence packages posted on his door on November 10, 2017, I find that he was duly served with these documents on that day in accordance with sections 88 and 89 of the *Act*.

Issues(s) to be Decided

Are the landlords entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

This one-year fixed term tenancy for a room in a five-unit dwelling commenced on May 1, 2017. Monthly rent is set at \$500.00, payable in advance on the first of each month. The landlords continue to hold the tenant's \$250.00 security deposit paid on April 6, 2017.

The landlords' 1 Month Notice incorrectly identified December 1, 2017, as the effective date of the end to this tenancy. As discussed with the landlords' the corrected effective date for a 1 Month Notice served on November 3, 2017 is December 31, 2017.

The landlords' 1 Month Notice and the current application for an early end to this tenancy resulted from a number of complaints lodged by some of the other four tenants in this rental property who share common areas of the property with the tenant.

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 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 resolution of the landlords' application:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2017, by which time the tenant and all other occupants will have vacated the rental unit.
2. The tenant agreed to pay December 2017 rent when due on December 1, 2017, and the landlords agreed to accept this payment for use and occupancy only and not to reinstate this tenancy.
3. The tenant agreed to not allow any guests other than his parents to visit the rental property for the remainder of the tenancy. The tenant further agreed that any contravention of this provision of the settlement agreement would lead to an end to this tenancy within two days of the contravention, and his surrender of vacant possession of the rental unit to the landlords within two days of the contravention.
4. The tenant agreed to carefully watch and monitor any food he places on the stove or in the oven at the rental property during the remainder of this tenancy.
5. Both parties agreed that the terms of this settlement agreement as outlined above constituted a final and binding resolution of the landlords' application and the issues currently under dispute regarding this tenancy.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. This

Order of Possession is to take effect at 1:00 p.m. on December 31, 2017, or within two days of any contravention of Clause 3 of their settlement agreement, whichever occurs first. The landlords are provided with these Orders in the above terms and the tenant must be served with an Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. 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.

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: December 01, 2017

Residential Tenancy Branch