



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' application for cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47 of the *Residential Tenancy Act* ("the *Act*").

The landlord's agent (the landlord) and the tenants 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. Tenant B.F (the tenant) stated that he would be speaking on behalf of both tenants in this matter.

At the outset of the hearing the tenant confirmed that his and Tenant C.F.'s first and last names are reversed on their Application for Dispute Resolution (the Application). In accordance with section 62 (2), I have amended the tenants' names on the Application.

The landlord confirmed that they received the Application which was personally handed to her on November 16, 2017. In accordance with section 89 of the *Act*, I find the landlord was duly served with the Application.

The tenant confirmed that they received the One Month Notice dated October 27, 2017. In accordance with section 88 of the *Act*, I find the tenants were duly served with the One Month Notice.

Issue(s) to be Decided

Should the One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the tenants' application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The tenants agreed to have the inside of the rental unit cleaned to a reasonable state of cleanliness within 10 days of receiving this decision.
2. The tenants agreed to maintain a state of reasonable cleanliness within the rental unit after it has been cleaned.
3. The tenants agreed to remove the bags of bottles from outside of the rental unit within 10 days of receiving this decision.
4. The tenants agreed to have a maximum of two bags of bottles outside of the rental unit at a time and to maintain a reasonable state of tidiness outside of the rental unit.
5. The landlord agreed to withdraw the One Month Notice dated October 27, 2017.
6. Both parties agreed that these particulars comprise the full settlement of all aspects of the tenants' current application arising out of the One Month Notice issued on October 27, 2017.

Conclusion

The One Month Notice of October 27, 2017 is cancelled and is of no force or effect.

This tenancy continues until it is ended in accordance with the *Act*.

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: January 19, 2018

Residential Tenancy Branch