



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes CNC, FFT

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; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

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.

As the tenant confirmed that he received the landlord's 1 Month Notice posted on their door on December 31, 2017, I find that the tenant was duly served with this Notice on that date in accordance with section 88 of the *Act*.

As the landlord's representatives confirmed that they received copies of the tenant's dispute resolution hearing package and written evidence by registered mail on January 8, 2018, I find that these documents were duly served to the landlord on that date in accordance with sections 88 and 89 of the *Act*.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This month-to-month tenancy began on July 1, 2010. Monthly rent is currently set at \$637.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$300.00 security deposit paid when this tenancy began.

The tenant entered into written evidence a copy of the 1 Month Notice seeking an end to this tenancy by January 31, 2018, for the following reasons:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;...*

The parties agreed that the landlord has accepted the tenant's monthly rent for February 2018.

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 their dispute:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on June 30, 2018, by which time the tenant will have surrendered vacant possession of the rental unit to the landlord.
2. The landlord agreed to withdraw the 1 Month Notice of December 31, 2017.
3. Both parties agreed that the tenant could end this tenancy earlier than June 30, 2018, upon provision of at least one month's written notice to the landlord. The landlord agreed to pro-rate any rent owing for partial months so as to enable the tenant to end the tenancy before the end of the month.
4. The landlord agreed to provide the tenant with a letter of reference regarding the tenant's payment of rent and the longevity of his tenancy in this rental property.
5. The tenant agreed that he will not utter any threats towards the landlord's representatives and that he will attempt as best as he can to remain respectful and appropriate in all his interactions with the landlord's representatives.

6. The landlord agreed to allow the tenant to recover the \$100.00 filing fee for the tenant's application by allowing the tenant to reduce his next monthly rental payment by \$100.00 to a total of \$537.00 for the month of March 2018 only.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and all issues currently in dispute arising out of this tenancy at this time and that they did so of their own free will and without any element of force or coercion.

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 only in the event that the tenant does not vacate the rental premises in accordance with their agreement and by 1:00 p.m. on June 30, 2018. The landlord is 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.

To give effect to the settlement reached between the parties, I set aside the 1 Month Notice. This tenancy ends on the basis of the parties' mutual agreement to end this tenancy as outlined above.

I order the tenant to reduce the rent payment for March 2018 to \$537.00 on a one-time only basis. The tenant's rent returns to the amount set in his tenancy agreement, \$637.00, as of April 1, 2017, until the end of this tenancy.

I order the landlord to provide the tenant with a letter of reference regarding at least his payment of rent and the longevity of his tenancy.

I order the tenant to refrain from making any threats towards the landlord's representatives and to remain respectful and appropriate in his interactions with the landlord's representatives during the remainder of this tenancy.

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: February 16, 2018

Residential Tenancy Branch