



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction**

On February 23, 2018, I issued an Interim Decision with respect to the hearing conducted that day with respect to 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
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

In my Interim Decision, I allowed an adjournment request from the tenant's advocate, HB. As the reasons for allowing that adjournment are outlined in my Interim Decision, I will not repeat them in this decision. Although I agreed to the adjournment request, due to the relatively narrow time frames available for reconvening this hearing, I ordered that the parties not submit any additional written evidence between February 23, 2018, and the reconvened hearing of March 13, 2018. Both parties complied with this direction.

Both parties were represented at both hearings 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's advocates reported that the tenant had been hospitalized for some time and was unavailable on both occasions to call into these hearings.

As was noted in my Interim Decision, Landlord TP (the landlord) advised that the real estate company that was previously representing the landlord's interests in this matter and was identified by the tenant in his application was no longer involved in this property. The landlord noted that his name should be substituted for that of the real estate company as the Respondent in the tenant's application. I have made this change to the name of the Respondent as requested and as permitted under the *Act*.

The landlord's property manager (JG) testified that he handed the tenant the 1 Month Notice on December 26, 2017. Landlord TP (the landlord) testified that he witnessed this service of the 1 Month Notice to the tenant on that date. Although the tenant did not

participate in either hearing, I am satisfied that the tenant was served this Notice as he attached a copy of it to his application for dispute resolution, filed within the time frames established under the *Act*. I find that the tenant was duly served with this Notice on December 26, 2017 in accordance with section 88 of the *Act*. As the landlord confirmed that on January 10, 2018, he received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on January 8, 2018, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*.

The landlord's property manager and the landlord said that they gave copies of their written evidence to the tenant. I am satisfied that the landlord served this written evidence to the tenant in accordance with section 88 of the *Act*. Although the landlord and his property manager said that the tenant had not provided any written evidence to them, I am satisfied that they already possessed the key documents the tenant entered into written evidence, the landlord's 1 Month Notice and a copy of the tenancy agreement.

#### 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? Should any other orders be issued with respect to this tenancy?

#### Background and Evidence

On November 23, 2016, the tenant and the former company representing the landlord signed a one year fixed term residential tenancy agreement (the Agreement) that was to run from December 1, 2016 until November 30, 2017. After the expiration of this initial term, the tenancy continued as a month-to-month tenancy. Monthly rent is currently set at \$600.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$300.00 security deposit paid on November 28, 2016. The tenant's March 2018 rent has been paid.

The landlord entered into written evidence a copy of his 1 Month Notice, requiring the tenant to end this tenancy by January 31, 2018. The 1 Month Notice cited the following reasons for the issuance of the Notice:

*Tenant has allowed an unreasonable number of occupants in the unit/site*

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

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;...*

- *put the landlord's property at significant risk.*

*Tenant has engaged in illegal activity that has, or is likely to:*

- *damage the landlord's property;*
- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*
- *jeopardize a lawful right or interest of another occupant or the landlord.*

*Tenant has caused extraordinary damage to the unit/site or property/park.*

*Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

*Tenant has assigned or sublet the rental unit/site without landlord's written consent.*

### 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. The tenant's advocate attending the reconvened hearing on March 13, 2018, Advocate EF, confirmed that she was authorized to act on the tenant's behalf in negotiating the terms of the following settlement agreement with the landlord:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on April 30, 2018, by which time the tenant and all occupants will have vacated the rental unit.
2. The tenant will continue paying monthly rent to the landlord for the month of April 2018.
3. Both parties agreed that during the remainder of this tenancy the only people that will be allowed to have keys to the building and the tenant's rental unit will be the landlord, the tenant and the tenant's advocate EF who attended the March 13, 2018 hearing.
4. The tenant agreed to not allow others to occupy the rental unit or visit the rental unit for the duration of this tenancy.

5. The landlord agreed to provide a letter of reference to the tenant confirming the length of his tenancy and confirming that he has always paid his rent on time.
6. Both parties agreed that they had authorization to enter into this final and binding agreement and furthermore agreed 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 if the tenant does not vacate the rental premises in accordance with their agreement by 1:00 p.m. on April 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.

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: March 13, 2018

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Residential Tenancy Branch