



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROCKWOOD NORTH
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

On March 8, 2018, a hearing was scheduled pursuant to the *Residential Tenancy Act* (the *Act*) to consider the tenant's application 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.

As outlined in his March 8, 2018 Interim Decision, the Arbitrator presiding over that hearing allowed the landlord's request for an adjournment of the hearing as the landlord had only recently been advised of the tenant's application and the March 8, 2018 hearing. As the previous Arbitrator made no other findings with respect to this matter and did not consider evidence from the parties, the previous Arbitrator was not seized of this matter. In an effort to provide a timely hearing of the tenant's application, I have been delegated responsibility for considering the tenant's application.

Both parties attended both hearings. At the adjourned hearing, the parties 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 they were handed the 1 Month Notice by the landlord on January 1, 2018, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that they received a copy of the tenant's dispute resolution hearing package and written evidence in March 2018, and the Interim Decision and notice of this adjourned hearing on March 14, 2018, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. The landlord confirmed that they provided no written evidence with respect to this matter.

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

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

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;*
- *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.*

At the hearing, the landlord was unable to identify any evidence that would demonstrate that illegal activity had been occurring in the rental unit. I also noted that the corrected effective date of the 1 Month Notice was February 28, 2018. The parties confirmed that the tenant has not vacated the rental unit.

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 October 31, 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 to End Tenancy.
3. The landlord agreed to accept rental payments from the tenant or on the tenant's behalf until this tenancy ends.
4. The landlord agreed to provide the tenant with a written letter of reference to assist the tenant in finding alternate accommodations.
5. The landlord agreed to contact the outreach support agency noted on the title page of this decision to ensure that the tenant receives relocation assistance from that agency.
6. The landlord agreed to allow the tenant to move out of the rental unit at any time before October 31, 2018 upon receipt of a written notice to end this tenancy from the tenant, and furthermore committed to return any portion of the tenant's monthly rent payment made should the tenancy end before the last day of a month.
7. The landlord agreed to reimburse the tenant for the tenant's \$100.00 filing fee for this application.
8. Both parties agreed that the terms of this settlement agreement as outlined above constituted a final and binding resolution of the tenant's application and all issues currently under dispute at this time and that they did so of their own free will and without any element of 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 by 1:00 p.m. on October 31, 2018. The landlord is provided with these Orders in the above terms and the tenant must be served with an Order as soon as possible following their failure to vacate the rental premises by 1:00 p.m. on October 31, 2018. 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$100.00 to reimburse the tenant for her filing fee for this application. This monetary Order is only to be used in the event

that the landlord does not abide by the monetary commitment made in Clause 7 of the above-noted settlement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To give effect to the settlement agreement between the parties, the landlord's 1 Month Notice is withdrawn and is no longer of any force or effect. This tenancy continues until October 31, 2018, or until ended in accordance with the Act or the terms of Clause 6 of this settlement agreement.

I also order the landlord to provide the tenant with a letter of reference regarding her tenancy.

I order the landlord to contact the outreach support agency noted on the introductory page of this decision to request their assistance in providing the tenant with relocation assistance.

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: April 19, 2018

Residential Tenancy Branch