



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, 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;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; 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 they were handed the 1 Month Notice by the landlord on March 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 the tenant handed them a copy of the tenant's dispute resolution hearing package and written evidence package on March 10, 2018, I find that the landlord was duly served with these packages in accordance with sections 88 and 89 of the *Act*. Based on the tenant's confirmation that they received the landlord's written evidence, I find that the tenant was also duly served with the landlord's written evidence in accordance with section 88 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? Should any orders be issued against the landlord? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This month to month tenancy for a rent geared to income rental unit commenced on August 1, 2015. The tenant's current monthly rent of \$536.00, payable in advance on the first of each month, is paid directly by the Ministry of Social Development and Poverty Reduction (the Ministry). The landlord continues to hold the tenant's \$400.00 security deposit paid when this tenancy began.

The landlord's 1 Month Notice identified the following reasons for ending this tenancy:

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

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

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

- *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.*

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

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 July 31, 2018, by which time the tenant will have surrendered vacant possession of the rental unit to the landlord.
2. The tenant agreed to continue making monthly rental payments when rent is due and the landlord agreed to accept these payments for use and occupancy only and not to extend this tenancy beyond July 31, 2018.
3. The landlord agreed to issue the tenant a satisfactory letter of reference to the tenant regarding her payment of rent during this tenancy.
4. The tenant committed to abide by the terms of her tenancy agreement and to take whatever measures are necessary to ensure that the quiet enjoyment of others in this housing complex is respected during the remainder of this tenancy.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of the tenant's application and furthermore 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 by 1:00 p.m. on July 31, 2018, as set out in their agreement. 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.

I order the landlord to issue the tenant a satisfactory letter of reference regarding the payment of rent during the course of this tenancy.

I order the tenant to take whatever measures are necessary in order to ensure that the quiet enjoyment of others in this housing complex is respected 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: April 20, 2018

Residential Tenancy Branch