



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PINNACLE INTERNATIONAL REALTY GROUP II
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, ERP, FFT

Introduction

This hearing dealt with the tenants' 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 to the landlord to make emergency repairs to the rental unit pursuant to section 33; and
- authorization to recover their 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 Tenant KMZ (the tenant) confirmed that he was handed the 1 Month Notice by the landlord on March 15, 2018, I find that the tenants were duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that the tenant handed him a copy of the tenants' dispute resolution hearing package and initial set of written evidence on March 26, 2018, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Although both parties submitted late written evidence, less than 7 days before this hearing, both parties confirmed that they had received one another's late written evidence and had reviewed this evidence. Under these circumstances, I have accepted that all of the parties' written evidence was properly before me and was served 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 an order be issued against the landlord requiring the landlord to undertake emergency repairs? Are the tenants entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The parties signed a one year fixed term tenancy on March 7, 2017, for a tenancy that was to run from April 1, 2017 until March 31, 2018. Once the initial term expired, the tenancy has continued on a month-to-month basis. Monthly rent is set at \$1,350.00, payable on the first of each month. The tenants also pay \$25.00 for each of their parking spaces.

The landlord's 1 Month Notice identified the sole reason for ending this tenancy as an alleged breach of a material term of the tenancy agreement. At the hearing, the landlord confirmed that the reason for ending the tenancy was the tenant's failure to remove tires from his parking space in the parking garage of this rental property. The tenant gave undisputed sworn testimony that the tires in question have now been removed from the parking garage.

The tenants testified that they intend to vacate the rental unit by the end of June 2018.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if in the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded the form of a decision or an order. During the hearing the parties discussed the issues between them, 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 tenants will have surrendered vacant possession of the rental unit to the landlord.
2. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' 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 if the tenants do not vacate the rental premises by 1:00 p.m. on June 30, 2018, in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with an Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenant(s) 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: June 07, 2018

Residential Tenancy Branch