



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE, LRE, OLC

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 End of Employment (the 1 Month Notice) pursuant to section 48;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

Both parties attended the hearing and confirmed receipt of the notice of hearing package. As both parties have confirmed receipt of the notice of hearing package, I am satisfied that both parties have been sufficiently served as per section 90 of the Act.

The landlord disputes service of the tenants' submitted documentary evidence. Both parties confirmed that the tenants served the landlord via Canada Post Registered Mail on May 30, 2018. The landlord argued that the tenants were to serve the landlord no later than May 28, 2018 as per the Rules of Procedure and the landlord did not receive the documentary evidence package until June 4, 2018 which is beyond the allowed timeframe for service of documentary evidence. The landlord seeks an exclusion of the tenants' submitted documentary evidence as the landlord has been unable to properly respond to the tenants' submitted documentary evidence and that an adjournment would be highly prejudicial. The tenants stated that it would be highly prejudicial if the exclusion were granted. I find based upon the direct testimony of both parties that the tenants did in fact fail to provide their submitted documentary evidence within the allowed timeframe based upon the tenants' direct testimony. The tenants were unable to provide any reasoning as to why the evidence was not served sooner other than it was a substantial amount of documents. It was noted to the tenants that the majority of the submitted documentary evidence was provided to the Residential Tenancy Branch on April 6 and 7th after the application was filed by the tenants on April 6, 2018. Both parties confirmed

that the only separate submission by the tenants were regarding a draft copy of an employment contract and an authorization letter for tenants' counsel submitted on May 28 and 30, 2018. I find that the tenants' reasoning for failing to properly serve documents relied upon for the hearing is insufficient to overcome the prejudice to the landlord. As such, the tenants' entire documentary evidence package(s) are excluded from consideration in this hearing.

Preliminary Issue

At the outset of the hearing the tenants clarified that the request for an order to suspend or set conditions on the landlord's right to enter the rental premises had been resolved and as such is no longer required. As such, this portion of the tenants' application is cancelled.

It was also clarified during the hearing that the tenants' request for an order for the landlord to comply with the Act, regulation or tenancy agreement was made in error and that the hearing shall only proceed on the request to cancel the 1 Month Notice.

Issue(s) to be Decided

Are the tenants entitled to an order cancelling the 1 Month Notice?

Background, Evidence and Analysis

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties confirmed that the landlord served the tenants with a 1 Month Notice to End Tenancy for End of Employment (the 1 Month Notice) dated March 29, 2018 under section 48 of the Act in person on March 29, 2018. The 1 Month Notice dated March 29, 2018 sets out an effective end of tenancy for April 30, 2018 and one reason selected as:

Tenant's rental unit/site is provided by the employer to occupy during the term of employment and employment has been ended.

Pursuant to section 63 of the Act, an 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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenants agreed to withdraw their application.
2. The landlord agreed to withdraw the 1 Month Notice dated March 29, 2018.
3. Both parties agreed to mutually end the tenancy on July 31, 2018 on or before 1:00pm.
The landlord shall be granted an order of possession to reflect this mutual agreement.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their dispute for both parties.

Conclusion

The tenants' application is withdrawn. The landlord's 1 Month Notice is cancelled.
The landlord is granted an order of possession.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenants with this order so that it may enforce it in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants 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 12, 2018

Residential Tenancy Branch