



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, 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; 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 he was handed the 1 Month Notice by the landlord on May 31, 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 on June 8, 2018, they received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Since both parties confirmed that they had received one another's written evidence, I find that the written evidence 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? Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

This tenancy began on or about February 1, 2017. Monthly rent is set at \$1,500.00. The landlord holds the tenant's \$750.00 security deposit paid on January 19, 2017.

The parties entered into written evidence a copy of the 1 Month Notice of May 31, 2018. In that Notice, the landlord cited the following reasons for the issuance of the Notice:

*Tenant is repeatedly late paying rent.*

*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;*

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

At the hearing, the parties confirmed that the landlord did not sign the 1 Month Notice, did not include the landlord's address on the 1 Month Notice, and did not identify an effective date whereby the 1 Month Notice was to take effect. The landlord also testified that the identification of illegal activity in the third of the reasons cited in the 1 Month Notice was incorrect as the landlord was unaware of any illegal activity that was occurring during the course of this tenancy.

### 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 September 30, 2018, by which time the tenant will have surrendered vacant possession of the rental unit to the landlord.
2. The tenant agreed that during the remainder of the tenancy the tenant will not send the landlord any non-emergency text messages.
3. The landlord agreed to allow the tenant to withhold \$100.00 from a future monthly rent payment to compensate the tenant for the cost of the filing fee for the tenant's application for dispute resolution.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application 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 tenant does not vacate the rental premises in accordance with their agreement by 1:00 p.m. on September 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.

In order to implement the above settlement reached between the parties, I order the tenant to reduce a future monthly rent payment by \$100.00.

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: July 24, 2018

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Residential Tenancy Branch