



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

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. Although the tenant was not present, the tenant's interests in this matter were represented by their Power of Attorney (POA) and their Legal Advocate.

As the tenant's POA confirmed that on May 29, 2018, the POA received the landlord's 1 Month Notice sent by the landlord by registered mail on May 24, 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 landlord received the tenant's dispute resolution hearing package sent by the POA well in advance of this hearing, I find that the landlord was duly served with this package in accordance with section 89 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?

Background and Evidence

The parties agreed that the tenant provided the landlord with a \$440.00 security deposit when this tenancy began.

The landlord's 1 Month Notice identified the following reasons for ending this tenancy by June 30, 2018, for cause:

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.*

The parties agreed that the landlord has accepted the tenant's rent payment for July 2018. The parties realized that the landlord was still intent upon ending this tenancy as the landlord maintained that the tenant's rental unit was a source of a major bedbug infestation in this multi-unit rental building.

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 28, 2018, by which time the tenant's Power of Attorney will have surrendered the remaining keys to the rental unit to the landlord's building manager.
2. The tenant's Power of Attorney agreed that any remaining items left in the rental unit after 1:00 p.m. on July 28, 2018, may be disposed of by the landlord as the landlord sees fit.
3. The tenant's Power of Attorney agreed to allow the landlord to keep the \$440.00 security deposit for this tenancy.
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 July 28, 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 surrender possession of the rental unit to the landlord or his representatives 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 landlord to retain the security deposit for 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: July 26, 2018

Residential Tenancy Branch