



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUCCESS REALTY  
and [tenant name suppressed to protect privacy]

## **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 his 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 received the 1 Month Notice posted on the door by the landlord on June 21, 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 they received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on July 4, 2018, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Since the tenant confirmed that they had received the landlord's written evidence, I find that the landlord's written evidence was served in accordance with section 88 of the *Act*. The tenant did not provide any written evidence other than that which appeared on his application for dispute resolution.

### 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 as a one-year fixed term tenancy on May 1, 2012. At the expiration of the initial term, the tenancy converted to a month-to-month tenancy. Monthly rent as of July 1, 2018, is \$770.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$347.50 paid on May 1, 2012.

The landlord's 1 Month Notice identified the following reasons for ending this tenancy by July 31, 2018:

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

- *significantly interfered with or unreasonably disturbed 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 September 30, 2018, by which time the tenant will have surrendered vacant possession of the rental unit to the landlord.
2. The landlord agreed to give the tenant seven days notice by email to conduct pest control spraying and activities in all parts of the tenant's rental unit on a Wednesday or Thursday during the first or second week of September 2018.
3. The tenant agreed to prepare the rental unit for the landlord's pest control spraying and activities in accordance with the instructions attached to the landlord's emailed seven day notice.
4. The tenant agreed to pay monthly rent of \$770.00 on September 1, 2018, as well as any rental arrears that have become outstanding during this tenancy.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and all issues currently in dispute arising out

of the landlord's 1 Month Notice 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 by 1:00 p.m. on September 30, 2018, in accordance with 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.

To implement this settlement agreement, I order the landlord to provide the tenant with at least seven days emailed notice to conduct pest control spraying and activities in all parts of the tenant's rental unit on a Wednesday or Thursday during the first or second week of September 2018.

To implement this settlement agreement, I also order the tenant to prepare the rental unit for the landlord's pest control spraying and activities in accordance with the instructions attached to the landlord's emailed seven day notice.

I order that monthly rent as of July 1, 2018 is set at \$770.00, payable in advance on the first of each month for 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: August 16, 2018

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Residential Tenancy Branch