



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, LRE, 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;
- 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; 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 they were handed the 1 Month Notice by the landlord on November 30, 2018, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. The tenant provided undisputed sworn testimony supported by written evidence that they sent the landlord a copy of the tenant's dispute resolution hearing package by registered mail on December 12, 2018. The tenant entered into written evidence a copy of the Canada Post Tracking Number to confirm this registered mailing. I find that the landlord was deemed served with this package in accordance with sections 89 and 90 of the *Act* on December 5, 2018, the fifth day after this registered mailing. Since the only written evidence supplied by either party for this hearing was a copy of the 1 Month Notice, this was the only written evidence properly 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 any other orders be issued with respect to this tenancy? Is the tenant entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This tenancy began by way of a September 2015 oral agreement by which the tenant took occupancy of this rental unit along with their then partner. In 2016, the partner vacated the rental unit and left the tenant and the tenant's children in sole possession of the rental unit. The monthly rent is set at \$1,050.00, payable by the first of each month. The landlord continues to hold the \$525.00 security deposit for this tenancy.

The tenant entered into written evidence a copy of the landlord's 1 Month Notice, requiring the tenant to end this tenancy by December 31, 2018, for the following reasons for the issuance of the Notice:

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

- *put the landlord's property at significant risk.*

Tenant has engaged in illegal activity that has, or is likely to:

- *damage the landlord's property;*

The parties agreed that the landlord has accepted a direct rent payment from the Ministry of Social Development and Poverty Reduction enabling the tenant to use and occupy the rental unit until January 31, 2019.

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 January 31, 2019, by which time the tenant will have surrendered vacant possession of the rental unit to the landlord.

2. The landlord agreed to provide the tenant with a positive written reference regarding at least the tenant's consistent record of paying rent for this tenancy on time.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and the landlord's 1 Month Notice and that they did so of their own free will and without any element of force or coercion having been applied to obtain this agreement.

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 January 31, 2019. 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 decision, I also order the landlord to provide a letter of reference to the tenant with respect to 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: January 17, 2019

Residential Tenancy Branch