



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' 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. As Tenant CMF (the tenant) confirmed that they received the landlord's 1 Month Notice posted on the tenants' door by the landlord on June 28, 2019, I find that the tenants were duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that the tenants handed them a copy of the tenants' dispute resolution hearing package on July 9 or 10, 2019, 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?

Background and Evidence

The parties signed a one-year fixed term Residential Tenancy Agreement on March 9 and 10, 2019. According to the terms of that Agreement, a copy of which was entered into written evidence, the tenancy was to run from April 1, 2019 until April 1, 2020. Monthly rent is set at \$1,250.00, payable in advance on the first of each month. The

landlord continues to hold the tenants' \$625.00 security deposit and \$625.00 pet damage deposit paid when this tenancy began.

The landlord's 1 Month Notice identified August 1, 2019, as the effective date to end this tenancy for cause for the following reasons:

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;...*

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

The landlord also entered into written evidence a copy of a Mutual Agreement to End Tenancy signed by Tenant DAH and the landlord on June 26, 2019. The effective date of that Agreement was July 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. The tenant confirmed that they were also acting on behalf of the other tenant in this matter.

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 15, 2019, by which time the tenants will have surrendered vacant possession of the rental unit to the landlord.
2. Both parties agreed that the sole remaining rental payment for this tenancy will be in the amount of \$625.00, which becomes due on September 1, 2019.
3. The landlord further agreed to reimburse the tenants for any pro-rated portion of the \$625.00 payment for September 2019, in the event that the tenants are able to vacate the rental unit earlier than September 15, 2019 and surrender possession of the rental unit to the landlord prior to September 15, 2019.

4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' application and did so of their own free will and without any element of force or coercion having been applied.

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 tenants do not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with an Order as soon as possible to be used 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: August 29, 2019

Residential Tenancy Branch