



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VETERANS MEMORIAL MANOR
and [tenant name suppressed to protect privacy]

DECISION

OPC, FFL

Dispute Codes

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession based on the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenant 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 received the 1 Month Notice posted by the landlord on the tenant's door on May 8, 2019, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. As the tenant confirmed that they received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on July 17, 2019, I find that the tenant was duly served with this package in accordance with section 89 of the *Act*. Since the tenant also confirmed that they had received a copy of the landlord's written evidence, I find that the written evidence was duly served in accordance with section 88 of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for cause based on the 1 Month Notice? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This tenancy for a room in the landlord's facility commenced on August 1, 201. Monthly rent is set at \$570.00, payable in advance by the first of each month.

The landlord entered into written evidence a copy of the 1 Month Notice of May 8, 2019. In that Notice, requiring the tenant to end this tenancy by June 30, 2019, the landlord cited the following reasons for the issuance of the Notice:

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;*

The parties agreed that the tenant has paid and the landlord has received payments for July and August 2019, enabling the tenant to remain in the rental unit for use and occupancy only and not to reinstate the tenancy. The parties agreed that the tenant has not yet made any payments towards September 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 September 30, 2017, by which time the tenant will have surrendered vacant possession of the rental unit to the landlord.
2. The tenant agreed to pay the landlord \$285.00 by 5:00 p.m. on September 22, 2019.
3. The tenant agreed to pay the landlord a further \$285.00 by 5:00 p.m. on September 25, 2019.

4. The landlord agreed to accept both of the above-noted payments for use and occupancy only and not to reinstate this tenancy.
5. Both parties agreed that in the event that the landlord agrees to allow the tenant to remain in the rental unit for the month of October 2019, that the tenant would pay and the landlord would accept payments from the tenant for the month of October 2019, and not to reinstate this tenancy.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application and all issues currently in dispute arising out of this tenancy and that they 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 tenant does not vacate the rental premises 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.

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: September 16, 2019

Residential Tenancy Branch