



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAAMCO INTERNATIONAL PROPERTIES CANADIAN LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP, OPC, FFL

Introduction

On August 27, 2019, the Tenants applied for a Dispute Resolution proceeding seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”) and seeking a repair Order pursuant to Section 62 of the *Act*. On August 27, 2019, this Application was set down for a participatory hearing on October 29, 2019 at 9:30 AM.

Tenant M.D. attended the hearing with L.H. attending as an advocate on her behalf. N.B. attended the hearing as an agent for the Landlord. All in attendance provided a solemn affirmation.

The Tenant advised that she served the Notice of Hearing package by registered mail, but she was not sure when she did this. N.B. confirmed that this package was received in early September 2019. Based on this undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Notice of Hearing package.

The Tenant advised that she did not submit any evidence for consideration on this file.

N.B. advised that he submitted evidence on an Application he filed on October 15, 2019; however, as this Application was made so late, it could not be scheduled as a cross-application with this file. He advised that the evidence submitted on his own file was served to the Tenant on October 11, 2019 by registered mail and the Tenant confirmed that she received this evidence. As the evidence and matters in the Landlord’s Application pertained to the same Notice and issues, the Tenant was asked for her position on proceeding with both files to be heard together. The Tenant advised that she would accept service of this evidence and would like to proceed with both files today. As such, this hearing would proceed as a cross-application made by the parties

and the Landlord's Application, with a hearing date of December 9, 2019 at 9:30 AM, would no longer be necessary to attend.

As stated during the hearing, as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, this hearing primarily addressed the Landlord's One Month Notice to End Tenancy for Cause, and the other claims were dismissed. The Tenants are at liberty to apply for any other claims under a new and separate Application.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Tenants entitled to have the Notice cancelled?
- If the Tenants are unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on August 1, 2017 and that rent was currently established at an amount of \$953.00 per month, due on the first day of each month. A security deposit of \$460.00 was paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

The Landlord stated that the Notice was served to the Tenants by posting it to their door on August 23, 2019. The reason the Landlord served the Notice is because the "Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord." The Notice indicated that the effective end date of the tenancy was September 27, 2019.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Tenants will have possession of the rental unit until January 31, 2020 at 1:00 PM.
2. Rent must still be paid in full on the first of each month, as per the tenancy agreement.
3. The Notice of August 23, 2019 is cancelled and of no force or effect.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

If condition 1 is not satisfactorily complied with, the Landlord is granted an Order of Possession that is effective on **January 31, 2020 at 1:00 PM after service of this Order** on the Tenants.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision.

The One Month Notice to End Tenancy for Cause of August 23, 2019 is cancelled and of no force or effect.

In addition, in support of the settlement described above and with agreement of both parties, I grant the Landlord a conditional Order of Possession, to serve and enforce upon the Tenants if necessary, effective on **January 31, 2020 at 1:00 PM**. This Order must be served on the Tenants. If the Tenants fail to comply with this Order, the Landlords may file the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

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: October 29, 2019

Residential Tenancy Branch