



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for an Order of Possession based on the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 55. The tenants applied to cancel that Notice pursuant to section 47.

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 JM (the tenant) confirmed that they were handed the 1 Month Notice by the landlord on October 9, 2019, I find that the tenants were duly served with this Notice in accordance with section 88 of the *Act*. As both parties confirmed receipt of one another's dispute resolution hearing packages, I find that they were duly served with these packages 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 written evidence was served in accordance with section 88 of the *Act*. The tenant did not supply any written evidence for this hearing.

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 tenant first moved into this rental unit in this four unit dwelling in 2010. Monthly rent is set at \$980.00, payable in advance on the first of each month. The parties agreed that the landlord has accepted a payment from the tenant for the month of December 2019, enabling this tenancy to continue until at least that date.

The landlord's 1 Month Notice entered into written evidence by the landlord identified the following reasons for ending this tenancy by November 9, 2019:

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

The corrected effective date of this Notice was November 30, 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, 2020, by which time the tenant will have surrendered vacant possession of the rental unit to the landlord.
2. The landlord agreed to pay the tenant \$3,000.00 by etransfer at the email address provided at the hearing and identified above by December 21, 2019.
3. The landlord agreed to pay the tenant a further \$3,000.00 by etransfer at the email address provided at the hearing and identified above on January 31, 2020 or at the time that the tenant surrenders vacant possession of the rental property to the landlord if this occurs before January 31, 2020.
4. The tenant agreed to pay the regular monthly rent when it becomes due on January 1, 2020, and the landlord agreed to accept this payment from the tenant.
5. The tenant agreed to do their best to leave the rental unit by January 15, 2020.
6. In the event that the tenant is able to vacate the rental unit by or before January 15, 2020 the landlord agreed to rebate the tenant a pro-rated portion of the monthly rent for that month when the tenant has vacated the rental unit.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of their applications 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 in accordance with 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$6,000.00. I deliver this Order to the tenant in support of the above agreement for use in the event that the landlord does not abide by the monetary terms of the above settlement. The tenant is provided with these Orders and the landlord must be served with this Order as soon as possible after any failure to abide by the terms of this portion of their agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To implement this settlement, I also order the tenant to pay rent when it becomes due for the month of January 2020. The landlord is ordered to accept the tenant's payment for use and occupancy only and not to continue this tenancy beyond January 31, 2020.

In the event that the tenant is able to surrender vacant possession of the rental property to the landlord on or before January 15, 2020, I order the landlord to return a pro-rated amount of the tenant's rent for that month, again pursuant to the settlement agreement reached between the parties.

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: December 10, 2019

Residential Tenancy Branch