



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STANMAR SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the tenants' 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;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenants served the landlords with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail. Both parties also confirmed the landlords served the tenants with the submitted documentary evidence via Canada Post Registered Mail. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Are the tenants entitled to an order cancelling the 1 month notice?

Are the tenants entitled to recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on October 1, 2018 on a fixed term tenancy ending on October 31, 2019 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy

agreement dated September 28, 2018. The monthly rent began as \$1,200.00 payable on the 1st day of each month. A security deposit of \$600.00 was paid on October 1, 2018.

On November 19, 2019, the landlord served the tenant with the 1 Month Notice. The 1 Month Notice sets out an effective end of tenancy date of December 15, 2019 and that it was being given as:

- the tenant is repeatedly late paying rent.

No details of cause were provided on the notice.

The landlords stated that named tenant, J.A. was listed on the 1 month notice in error and confirmed that the actual tenants are as listed on this application for dispute.

The landlords stated that the tenants were late paying rent for the following months:

December 2018, January 2019, February 2019, March 2019, April 2019, June 2019, July 2019, September 2019, November 2019 and December 2019.

The tenants disputed this claim stating that “I don’t remember, but it was only 1 or 2 times only”.

The landlords referred to the evidence submission, “Monthly payment records” which consists of copies of email e-transfer payments for rent. The landlords stated that rent is due on the 1st day of each month and that the following were rent payments made for those months.

April 4, 2019, May 13, 2019, June 6, 2019, July 8, 2019, September 8, 2019.

The landlords also clarified that because of the late rent payments an agreement was made to change the rent due date to the 15th of each month. The landlord stated that following this agreement the tenants were late paying November rent on November 19, 2019 instead the 15th.

Analysis

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on March 31, 2020, by which time the tenants will have vacated the rental unit.

The landlords agreed to withdraw the 1 Month Notice to End Tenancy for Cause (with an effective date of December 15, 2019).

The tenants agreed to cancel the application for dispute in its entirety.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on March 31, 2020. The landlords are provided with this order in the above terms and the tenant(s) must be served with this Order 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, the 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: January 24, 2020

Residential Tenancy Branch