



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This hearing dealt with the tenant's 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;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover his 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 tenant served the landlord with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on February 4, 2020. Both parties also confirmed the landlord served the tenant with the submitted documentary evidence late via email on April 1, 2020. Neither party raised any service issues. I accept the undisputed affirmed testimony of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

Preliminary Issue(s)

At the outset, the tenant's application was clarified. The tenant seeks an order cancelling a 1 month notice; an order requiring the landlord to comply and recovery of the filing fee. The tenant was unable to provide any specific details of his request for an order for the landlord to comply. As such, this portion of the tenant's application was dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

At the conclusion of the hearing, the tenant's application on the named landlord was clarified. Both parties confirmed that the named landlord is in fact only an agent of a

number company, the landlord. Both parties confirmed this as per the signed tenancy agreement. Both parties consented to the tenant's application to correct the name of the actual named landlord and to replace the original named landlord as an agent only.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 month notice?

Is the tenant 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 ending on September 30, 2019 and then thereafter on another fixed term or month-to-month basis as per the submitted copy of the signed tenancy agreement dated September 15, 2018. The monthly rent is \$1,500.00 payable on the 1st day of each month. No security or pet damage deposits were required.

Both parties confirmed that on January 26, 2020, the landlord served the tenant with the 1 Month Notice dated January 26, 2020 by posting it to the rental unit door. The 1 Month Notice sets out an effective end of tenancy date of February 29, 2020 and that it was being given as:

- the tenant or person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord.

No details of cause were listed on the notice.

The landlord claims that she has suffered harassment by the tenant in the form of abusive language. The landlord stated that at no time did she feel that it was necessary to report the harassment to the police. The tenant has disputed the landlords claims.

Analysis and Conclusion

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 July 31, 2020, by which time the tenant will have vacated the rental unit, with two exceptions.

- 1- Tenant may end tenancy earlier with written notice to the landlord.
- 2- If the Landlord receives a government order requiring the rental unit to be vacant.

The landlord agreed to withdraw the 1 Month Notice dated January 26, 2020.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications 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 July 31, 2020. The landlord is provided with these orders 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.

As a settlement was reached regarding this dispute, I decline to make any order for the filing fee.

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: April 08, 2020