



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

The tenant filed an Application for Dispute Resolution on August 5, 2020 seeking an order to cancel the One Month Notice to End Tenancy for Cause (the “One-Month Notice”). Additionally, they applied for an order that the landlord comply with the *Residential Tenancy Act*, the tenancy agreement or the regulations. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on September 14, 2020.

In the conference call hearing I explained the process and offered each party the opportunity to ask questions. The representative for the tenant and the landlord attended the hearing, and each was provided the opportunity to present oral testimony and make submissions during the hearing.

The landlord confirmed receipt of the Notice of Dispute Resolution, and both parties acknowledged receipt of the other’s prepared evidence.

Issue(s) to be Decided

Is the tenant entitled to an order that the landlord cancel or withdraw the One-Month Notice?

If unsuccessful in this Application, is the landlord entitled to an Order of Possession of the rental unit?

Is the tenant entitled to an order that the landlord comply with the *Act*, the regulations, and/or the tenancy agreement?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

Both parties agreed that there is a tenancy agreement in place, signed when presented to the tenant in 2016. The rent was \$1,000.00 per month payable on the first of each month. The tenant paid \$500.00 for the security deposit.

The landlord issued the One-Month Notice on July 28, 2020, with the date for the tenant to move out on September 1, 2020. The landlords provided reasons for their issuance of the document; these concern a breach of a material term of the tenancy agreement and the tenant or their visitor disturbing others and jeopardizing their safety.

As of the date of this hearing, the tenant paid rent for August and September 2020. They remain in the unit, though their representative provided in the hearing that they were in the process of moving out.

Settlement Agreement

The representative for the tenant presented that they want to end the tenancy on a mutual agreement. This is with the move-out date of September 30, 2020. The landlord engaged in a fulsome discussion on their specific needs in regard to an end of tenancy on that date.

After discussion and review of the details, the landlord agreed that the terms listed verbally in the hearing satisfy their requirements going forward.

The specific terms of the agreement are as follows:

- The final date of the tenancy is September 30, 2020. The tenant must move by that date.
- A condition inspection meeting will occur on Friday September 18, 2020 in the afternoon. The landlord's relative will arrange for that meeting to occur with the tenant's representative. The parties agreed such a meeting needs to happen as soon as possible, in advance of the end of tenancy on September 30, 2020. The parties shall complete a Condition Inspection Report form (#RTB – 27) to set out observations of that meeting. This will determine the dispensation of the security deposit amount. This will also serve as the opportunity for the landlord or their agent to record damage or loss.
- Any personal items left on the property or in the rental unit after the end-of-tenancy date are deemed abandoned, with no right of ownership by the tenant.
- It is hoped the vehicles belonging to the tenant can be moved by the end-of-tenancy date. If they cannot, the landlord agrees to pay the cost of storage in a local storage facility. The landlord stated a towing service can provide a tow of the vehicles for free.

The landlord agrees to accommodate the vehicles in that storage space for the first month only, at a total cost of \$100.00.

In the hearing, the landlord and tenant representative agreed that this amounts to a cancellation of the One-Month Notice. They confirmed that this agreement is made on a voluntary basis and with the understanding of the nature of this full and final settlement of this matter.

Given the parties reached an agreement in this matter, I do not make any decision on the tenant's application for the landlord to comply with the tenancy agreement, the *Act*, or the regulations.

Conclusion

The landlords and the tenants have reached a settled agreement. This is in accordance with section 63 of the *Act*.

Based upon the settled agreement as outlined above, I provide the landlord with an Order of Possession for the rental unit in the event the tenant fails to vacate the rental unit by September 30, 2020. Should the tenants fail to comply with the Order, it may be filed and enforced as an Order of the Supreme Court of British Columbia.

The parties make this agreement on a voluntary basis and with the understanding of the nature of this full and final settlement of this matter.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: September 15, 2020

Residential Tenancy Branch