



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

The hearing was initially scheduled for October 5, 2020. At that hearing, the tenant testified that they were feeling unwell and were scheduled to see a doctor within a few minutes. After hearing statements from both parties, I allowed the tenant's request for an adjournment. The parties agreed to postpone this hearing for two days until October 7, 2020, using the same call-in details for the hearing. I issued an Interim Decision to that effect on October 5, 2020.

Both parties attended both segments of this 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 the tenant confirmed that they were handed the 1 Month Notice by the landlord on August 30, 2020, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. As the landlord's agent JG (the agent) confirmed that they were handed a copy of the tenant's dispute resolution hearing package on September 8, 2020, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. As the tenant confirmed that they had received a copy of the landlord's written evidence, I find that the landlord's written evidence was served in accordance with section 88 of the *Act*. The tenant provided no written evidence.

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 entered into a tenancy agreement with the landlord for one of three bedrooms in this home on July 15, 2020. According to the terms of this agreement, the tenant shares common areas, such as the kitchen, living area and bathrooms with the other tenants in this home. Monthly rent is set at \$600.00, payable on the first of the month. The landlord continues to hold the tenant's \$300.00 security deposit. The agent said that the landlord signed a fixed term Residential Tenancy Agreement with the tenant for a tenancy that was to run until January 31, 2021; however, the tenant never signed or returned a signed copy of that Agreement to the landlord.

The landlord's representatives entered into written evidence a copy of the 1 Month Notice, requiring the tenant to vacate the rental by September 30, 2020 for the following reasons cited in that Notice:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*

Tenant has engaged in illegal activity that has, or is likely to:

- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant;*
- *jeopardize a lawful right or interest of another occupant or the landlord.*

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 tenant and the landlord's authorized agents 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 October 31, 2020, by which time the tenant will have surrendered vacant possession of the rental unit to the landlord.
2. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and all issues currently in dispute arising out of this tenancy and that they did so of their own free will and without any element of force or coercion having been applied.

The agent confirmed that they had full authority to enter into this settlement agreement on these terms with the tenant.

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 time and date set out in 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.

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 07, 2020

Residential Tenancy Branch