



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VENTURE WEST PROJECT MANAGEMENT  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, OPN, FFL

### Introduction

On October 5, 2020, the Landlord made an Application for Dispute Resolution seeking an Order of Possession based on a One Month Notice to End Tenancy for Cause (the "Notice") pursuant to Section 47 of the *Residential Tenancy Act* (the "*Act*"), seeking an Order of Possession based on a Tenant's notice to end tenancy pursuant to Section 45 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

L.C. and A.R. attended the hearing as agents for the Landlord. The Tenant attended the hearing as well. All parties in attendance provided a solemn affirmation.

L.C. advised that she served the Tenant with the Notice of Hearing package by hand on or around October 7, 2020 and the Tenant confirmed that he received this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was sufficiently served the Notice of Hearing package.

She advised that she served the Landlord's evidence to the Tenant by hand on December 1, 2020. The Tenant confirmed that he received this evidence, that he had reviewed it, and that he was prepared to respond to it. Despite this evidence not being served in accordance with the timeframe requirements of Rule 3.14 of the Rules of Procedure, as the Tenant had an opportunity to review this evidence and was prepared to respond to it, I have accepted this evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession based on the Notice?
- Is the Landlord entitled to an Order of Possession based on the Tenant's notice?
- Is the Landlord entitled to recover the filing fee?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on October 31, 2019, that rent was currently established at \$525.00 per month, and that it was due on the first day of each month. A security deposit was not paid. The Landlord did not formalize the tenancy in writing, contrary to Section 13 of the *Act*.

All parties also agreed that the Notice was served by hand on August 11, 2020. The reasons the Landlord served the Notice are because the "Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord and put the landlord's property at significant risk", and because the "Tenant or a person permitted on the property by the 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 or the landlord and jeopardize a lawful right or interest of another occupant or the landlord." The effective end date of the tenancy was noted as September 30, 2020 on the Notice.

The Tenant did not dispute this Notice and he stated that he was refusing to move out.

All parties agreed that the Tenant did not give any written notice to end his tenancy.

The parties provided submissions with respect to the reasons the Notice was served; however, both parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms

of agreement by way of this Decision and the conditional Order of Possession that accompanies it.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The One Month Notice to End Tenancy for Cause of August 11, 2020 is cancelled and of no force or effect.
2. The Tenant will maintain possession of the rental unit until **December 31, 2020 at 1:00 PM**.
3. The Landlord will not seek rent from the Tenant for December 2020.
4. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

If condition two is breached, the Landlord is provided with a conditional Order of Possession effective **December 31, 2020 at 1:00 PM** after service of this Order on the Tenant.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Landlord is provided with a formal copy of a conditional Order of Possession effective at **1:00 PM on December 31, 2020 after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises 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: December 11, 2020

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Residential Tenancy Branch