



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MADISON TOWNHOMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP, OLC

Introduction

On October 5, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated September 24, 2020. The Tenants also applied for an order for the Landlord to make repairs and for the Landlord to comply with the Act, regulation or tenancy agreement.

The Landlord and Tenants appeared at the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important matter to determine is whether or not the Landlord has sufficient cause to end the tenancy. The remainder of the Tenants’ claims are dismissed with leave to reapply.

Issue to be Decided

- Does the Landlord have sufficient cause to end the tenancy?

Background and Evidence

Both parties testified that the tenancy began on October 1, 2019 and is currently on a month to month basis. Rent in the amount of \$1,350.00 is due by the first day of each month. The Tenants paid the Landlord a security deposit of \$450.00 and a pet damage deposit of \$450.00.

The Landlord served the One Month Notice to the Tenants by posting it to the Tenants' door on September 24, 2020. The Notice has an effective date (the date the Tenant must move out) of October 31, 2020.

The Landlord selected the following reasons for ending the tenancy within the One Month Notice:

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

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord*

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so

The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenants disputed the One Month Notice on October 5, 2020 within the required time frame.

Settlement Agreement

Towards the end of the hearing, the parties agreed to settle this dispute, on the following conditions:

1. The parties agreed that the tenancy will end on **February 28, 2021**.
2. The parties agreed that the Landlord is granted an order of possession for the rental unit effective February 28, 2021, at 1:00 p.m.

3. The Landlord withdraws the One Month Notice to End Tenancy for Cause dated September 24, 2020 as part of this mutually settled agreement.
4. The Tenants withdraw their application to dispute the One Month Notice as part of this mutually settled agreement.
5. The parties agreed that the Tenants may end the tenancy prior to February 28, 2021 by giving the Landlord at least 10 days written notice.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective February 28, 2021, at 1:00 p.m. For enforcement, this order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 14, 2020

Residential Tenancy Branch