



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On February 23, 2021, 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 February 10, 2021, (“the One Month Notice”).

The Landlords and Tenant appeared at the hearing. The Tenant was assisted by an advocate. 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. The parties were informed that recording the hearing is not permitted.

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.

Issue to be Decided

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

Background and Evidence

The Landlord and Tenants both provided testimony confirming the tenancy began on July 15, 2015 and is currently on a month to month basis.

The Landlord served the One Month Notice to the Tenants on February 10, 2021 by posting it to the Tenant’s door. The Notice has an effective date (the date the Tenant must move out) of March 15, 2021.

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*
- *Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord*

The One Month Notice provides information for Tenants who receive the Notice. The Notice provides 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 February 23, 2021.

Settlement Agreement

At the start of the hearing, the parties agreed to settle this dispute, on the following conditions:

1. The parties agreed that the tenancy will end on **July 31, 2021**.
2. The parties agreed that the Landlord is granted an order of possession effective **July 31, 2021**. The Landlord must serve the Tenants with the order of possession.
3. The Landlord withdraws the One Month Notice to End Tenancy for Cause dated February 10, 2021 as part of this mutually settled agreement.
4. The Tenant withdraws the application to dispute the One Month Notice as part of this mutually settled agreement.

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 July 31, 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: May 28, 2021

Residential Tenancy Branch