



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CLEARBROOK RENTAL PROPERTIES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, CNC, FFL

Introduction

This was a cross-application hearing for dispute resolution under the *Residential Tenancy Act* (“the Act”).

On June 3, 2021, the Tenant applied to cancel a One Month Notice to End Tenancy for Cause dated May 31, 2021.

On July 2, 2021, the Landlord applied for an order of possession for the rental unit based on the issuance of a One Month Notice to End Tenancy for Cause dated May 31, 2021.

These matters were set for a conference call hearing. The Landlords and Tenant were present at the hearing. At the start of the hearing, I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

Issues to be Decided

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

Background and Evidence

The parties testified that the tenancy began on January 1, 2019 as a three-month fixed term tenancy that continued thereafter on a month-to-month basis. Rent in the amount of \$720.00 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$360.00

The Landlord testified that the Tenants were served with the One Month Notice to End Tenancy on May 31, 2021. The Landlord provided a copy of the One Month Notice. The reasons cited for ending the tenancy within the One Month Notice are:

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*

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*

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 Tenant disputed the One Month Notice on June 3, 2021 within the required timeframe.

Settlement Agreement

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

1. The Landlord and Tenant agreed that the tenancy will end on **October 31, 2021**.
2. The Landlord and Tenant agreed that the Landlord is granted an order of possession for the rental unit effective **October 31, 2021, at 1:00 p.m.**
3. The Landlord withdraws the One Month Notice to End Tenancy for Cause dated May 31, 2021 and their application in its entirety as part of this mutually settled agreement.
4. The Tenant withdraws his 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 for the rental unit effective October 31, 2021 at 1:00 p.m. For enforcement, this order must be served on the Tenant 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: October 07, 2021

Residential Tenancy Branch