



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 tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated November 30, 2015 ("1 Month Notice"), pursuant to section 47.

The landlord and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenants intended to call a witness to testify at this hearing but it was unnecessary as both parties settled this claim. This hearing lasted approximately 36 minutes in order to allow both parties to fully present their submissions and negotiate a settlement of their claim.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application") and the tenants confirmed receipt of the landlord's written evidence package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' Application and the tenants were duly served with the landlord's written evidence.

The tenants confirmed receipt of the landlord's 1 Month Notice on November 30, 2015. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 1 Month Notice.

Issues 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 landlord stated that this month-to-month tenancy began on May 1, 2015. The tenants stated that they moved into the rental unit on May 18, 2015. Both parties agreed that monthly rent in the amount of \$1,100.00 is payable on the first day of each month. Both parties agreed that the tenants paid a security deposit of \$550.00 and the landlord continues to retain this deposit. Both parties agreed that a move-in condition inspection report was completed for this tenancy. The tenants continue to reside in the rental unit. A copy of the written tenancy agreement was provided for this hearing.

The landlord issued the 1 Month Notice, which has an effective move-out date of December 31, 2015, to the tenants for the following reasons:

- *Tenant or a person permitted on the property by the tenant has:*
 - *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
 - *put the landlord's property at significant risk.*
- *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;*

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 parties discussed the issues between them, 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 settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on February 29, 2016, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agree that the landlord's 1 Month Notice, dated November 30, 2015, is cancelled and of no force or effect; and
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenants' Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 29, 2016. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 29, 2016. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice, dated November 30, 2015, is cancelled and of no force or effect.

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: January 29, 2016

Residential Tenancy Branch

