



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord's agent J.S. (the landlord) and the tenant attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant acknowledged receipt of the Landlord's Application for Dispute Resolution (the Application) and evidentiary package, which was personally handed to the tenant on August 31, 2017. In accordance with section 88 and 89 of the *Act*, I find the tenant has been duly served with these documents.

The landlord entered into evidence a signed and witnessed Proof of Service Document attesting to the fact that a One Month Notice was personally served to the tenant at 5:00 p.m. on August 10, 2017. The tenant confirmed receiving the One Month Notice. In accordance with section 88, of the *Act* I find the One Month Notice was duly served to the tenant.

The tenant confirmed that they did not dispute the One Month Notice or submit any evidence.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession based on the One Month Notice?

Is the landlord entitled to recover the filing fee for this Application?

### Background and Evidence

The landlord testified that their company just recently took over the management of the building and did not know exactly when the tenancy began. The tenant testified that this tenancy began on November 01, 2015, with a monthly rent of \$525.00, due on the first day of each month. Neither the landlord nor the tenant knew the exact amount of the security deposit. The landlord has not applied to keep the security deposit; therefore I will not address the security deposit in this hearing.

A copy of the landlord's August 10, 2017, One Month Notice was entered into evidence. In the One Month Notice, requiring the Tenant to end this tenancy by September 13, 2017, the landlord cited the following reasons for the issuance of 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;*
- *put the landlord's property at significant risk.*

*Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:*

- *damage the landlord's property;*
- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*
- *jeopardize a lawful right or interest of another occupant or the landlord*

*Tenant has caused extraordinary damage to the unit/site or property/park.*

### 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the landlord's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on November 30, 2017, by which time the tenant agreed to have vacated the rental unit.
2. Both parties agreed that these particulars comprise the full settlement of all aspects of the landlord's current application arising out of the One Month Notice.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I grant an Order of Possession to the landlord effective **on November 30, 2017, after service of this Order** to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with an Order in the event that the tenant(s) do not vacate the premises by the time and date set out in their agreement. 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: October 10, 2017

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Residential Tenancy Branch