



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to cancel the notice to end tenancy for cause, pursuant to Section 47.

The reasons cited by the landlord for the notice to end tenancy are:

- The tenant has caused extra ordinary damage to the rental unit;
- The tenant has not done required repairs of damage;
- The tenant has not paid a security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

### **Issues**

Does the landlord have cause to end tenancy?

### **Background and Evidence**

Based on the sworn testimony of both parties, the facts are as follows:

The tenancy started on March 01, 2007. The monthly rent is \$500.00. The Notice to End Tenancy for cause, dated November 30, 2008 was served on the tenant on November 30, 2008 in person, with an effective date of December 31, 2008. The tenant filed an application for dispute resolution on December 10, 2008.

During the hearing, both parties came to a mutual agreement to end the tenancy on February 15, 2009 on the following terms.

The tenant stated that the tenant would move out on or before February 15, 2009 and the landlord agreed to let the tenancy continue up to February 15, 2009 and requested for an order of possession for that date.

**Analysis**

Based on the sworn testimony of the landlord and tenant, I find that a mutually agreed upon arrangement has been made by both parties for the tenancy to end on February 15, 2009. During the hearing the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

**Conclusion**

The notice to end tenancy for cause is upheld and the tenancy will end on the mutually agreed upon date of February 15, 2009. The landlord is granted an order of possession for February 15, 2009.

Dated January 09, 2009.

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