



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

CNC and FF

### Introduction

This hearing was reconvened. The original hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution. That hearing was adjourned to provide the Tenant with an opportunity to submit a copy of the Notice to End Tenancy that is the subject of this dispute. Both parties have since submitted a copy of that Notice to End Tenancy.

Both parties were represented at both hearings. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

### Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside, and whether the Tenant is entitled to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.



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## Background and Evidence

The Landlord and the Tenant agree that a 1 Month Notice to End Tenancy for Cause was served on the Tenant indicating that the Tenant was required to vacate the rental unit on June 30, 2009. The reasons stated for the Notice to End Tenancy were that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and that the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant.

After considerable discussion regarding the circumstances of this tenancy, the parties mutually agreed that it would be in the best interest of both parties to end this tenancy, albeit for different reasons. The Landlord and the Tenant agreed to mutually end this tenancy on October 15, 2009 at 1300 hours.

This mutually agreeable end date provides the Tenant with time to find new accommodations and it provides the Landlord with the certainty that this tenancy will end.

## Conclusion

Based on the mutual agreement to end this tenancy on October 15, 2009, I hereby grant the Landlord an Order of Possession for that date. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

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: September 02, 2009.

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Dispute Resolution Officer