

## **Decision**

**Dispute Codes:** CNC, MNDC, OLC

### **Introduction**

This hearing dealt with an application from the tenants for cancellation of the landlord's 1 month notice to end tenancy for cause, a monetary order as compensation for damage or loss under the Act / regulation / tenancy agreement, and an order instructing the landlord to comply with the Act. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenants are entitled to any or all of the above under the Act

### **Background and Evidence**

Pursuant to a written residential tenancy agreement, the original term of tenancy was from September 1, 2006 to February 28, 2007. Thereafter, tenancy has continued on a month-to-month basis. Rent in the amount of \$1,070.00 is payable in advance on the first day of each month, and a security deposit of \$500.00 was collected on September 18, 2006.

The landlord issued a 1 month notice to end tenancy for cause dated October 19, 2009, a copy of which was not submitted in evidence. The tenant acknowledged receiving the notice under her door on that same date. It is understood that the reason shown on the notice for its issuance pertains to alleged damage caused to the landlord's property by the tenants.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute. Matters discussed included, but were not limited to, communications the tenant states she had with previous representatives of the landlord, various understandings the tenant states were reached with some of these

representatives concerning certain improvements to the unit that would be undertaken by the landlord, the accuracy and validity of the move-in condition inspection report which the tenant states does not bear her bona fide signature, the condition in which the landlord's representatives found the unit during an inspection undertaken on October 2, 2009, and so on.

### **Analysis**

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, broad and respectful discussion between the parties during the hearing led to a resolution. Specifically, it was agreed that:

- the tenants will vacate the unit effective not later than 1:00 p.m., January 31, 2010, and that an order of possession will be issued in favour of the landlord to that effect;
- that the above agreement comprises full and final settlement of all aspects of the dispute arising from this tenancy for both parties, in regard to the matters which are currently before me.

### **Conclusion**

Pursuant to all of the above, I hereby issue an order of possession in favour of the landlord effective not later than 1:00 p.m., January 31, 2010. This order must be served on the tenants. Should the tenants 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.

DATE: December 9, 2009

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Dispute Resolution Officer