



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MT, CNC, OPC,

Introduction

This hearing dealt with cross applications. The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause and for more time to make the application. The landlord applied for an Order of Possession for cause. The landlord was in attendance at the commencement of the hearing and the tenant appeared approximately five minutes later. I had only heard evidence concerning service of the tenant's application upon the landlord before the tenant appeared. After the tenant appeared he confirmed that he had been notified of the landlord's application. Both parties were provided the opportunity to be heard and to respond to the submissions of the other party.

Issues(s) to be Decided

1. Are there sufficient grounds to grant the tenant more time to make this application?
2. Should the Notice to End Tenancy for Cause be cancelled or upheld?
3. Can the parties reach a mutual agreement to resolve this dispute?
4. Has the landlord established an entitlement to an Order of Possession?

Background and Evidence

Shortly after the hearing commenced, the parties were asked if they would consider a mutual agreement to resolve this dispute. Discussion ensued and the parties agreed as follows:

1. The tenancy shall continue until January 31, 2010 at which time the tenancy will end and the tenant must vacate the rental unit.
2. The landlord will be provided an Order of Possession effective January 31, 2010.
3. The parties retain the right to make future monetary applications against the other party for damages or loss under the Act, regulations or tenancy agreement.

The parties agreed that the tenant has not paid for use or occupation for January 2010. As monetary compensation was not part of this application, I did not hear or make any decision concerning loss of rent or any other claims of damages or loss. Rather, both parties were satisfied that they retain the right to make future applications against the other party for monetary compensation.

As the parties were able to reach a mutual agreement, I did not consider the tenant's request for more time to make his application and I did not consider the validity of the Notice to End Tenancy for Cause served upon the tenant.

Analysis

I recognize the mutual agreement reached between the parties during the hearing and I make it an Order to be binding upon both parties. Accordingly, the tenant is Ordered to vacate the rental unit no later than January 31, 2010.

Provided with this decision is an Order of Possession effective January 31, 2010 for the landlord to serve upon the tenant. The Order of Possession may be enforced in The Supreme Court of British Columbia as an Order of that court.

Conclusion

This tenancy ends January 31, 2010 by mutual agreement. The landlord has been provided an Order of Possession effective January 31, 2010 to serve upon the tenant.

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 21, 2010.

Dispute Resolution Officer