

Decision

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for cancellation of a 1 month notice to end tenancy for cause. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to the above under the Act

Background and Evidence

There is no written residential tenancy agreement in evidence for this month-to-month tenancy which began on May 1, 2009. Rent in the amount of \$370.00 is payable in advance on the first day of each month. A security deposit of \$185.00 was collected at the outset of tenancy.

Arising from damage to a window and window frame, the landlord issued a 1 month notice to end tenancy for cause dated January 31, 2010. The notice was served in person on the tenant on February 4, 2010. The tenant filed to dispute the notice on February 10, 2010. A copy of the notice was submitted into evidence. The reason shown on the notice for its issuance is as follows:

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

During the hearing the parties undertook to achieve a resolution of the dispute.

Analysis

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

- that the tenant will vacate the unit by no later than 1:00 p.m., Wednesday, March 31, 2010, and that an order of possession will be issued in favour of the landlord(s) to that effect.

Conclusion

Pursuant to the above, I hereby issue an **order of possession** in favour of the landlord(s) effective not later than **1:00 p.m., Wednesday, March 31, 2010**. This order must be served on the tenant. 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.

DATE: February 25, 2010

Dispute Resolution Officer