

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, served personally by the Tenant on January 18, 2010. The Landlord confirmed receipt of the hearing package.

Both the Landlord and Tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

### Issues(s) to be Decided

Is the Tenant entitled to an Order to cancel the 1 Month Notice to End Tenancy issued for cause under section 47 of the *Residential Tenancy Act*?

### Background and Evidence

The month to month tenancy began on March 1, 1998, with the current monthly rent payable on the 1<sup>st</sup> of each month in the amount of \$1,003.00. The Tenant paid a security deposit of \$250.00 on February 23, 1998.

### Analysis

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The parties mutually agreed to end the tenancy effective March 31, 2010 at 1:00 p.m.

Based on the settlement agreement I HEREBY GRANT the Landlord an order of possession effective March 31, 2010 at 1:00 p.m.

Conclusion

The copy of the Landlord's decision will be accompanied by an Order of Possession effective **March 31, 2010 at 1:00 p.m.** This order must be served on the Respondent and may be filed in the Supreme Court 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: February 24, 2010.

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Dispute Resolution Officer