

Decision

Dispute Codes: CNC, MNDC, OLC

Introduction

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

Issues to be decided

- Whether the tenant is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

In summary, it is understood that a tenancy agreement was entered into by the parties on or about May 1, 2008, concerning site "A." Arising from construction to be undertaken at site "A," the parties reached agreement whereby the tenant would be temporarily relocated to site "B."

As a result of the landlord's concerns about the tenant's conduct and behavior at site "B," the landlord issued a 1 month notice to end tenancy for cause dated February 24, 2010. A copy of the notice was submitted in evidence, and there is no dispute between the parties that the notice was served in person on the tenant on February 24, 2010.

The tenant filed an application to dispute the notice on March 12, 2010, which the parties agreed is outside the statutory 10 day period allowed for filing an application to dispute such a notice.

In this present application, the tenant also seeks compensation related to the relocation from site "A" to site "B."

As the landlord was concerned about the prospect of the tenant's return to site "A," the landlord also issued a 1 month notice to end tenancy for cause for site "A." A copy of the second notice is not in evidence. The tenant's advocate confirmed during the hearing that the tenant has filed an application to dispute the landlord's notice which concerns site "A." It is understood that a hearing in this second dispute is scheduled to take place in June 2010.

During the hearing the parties respectfully exchanged views on various aspects of the dispute, reconsidered their positions, and undertook to achieve a resolution.

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 continue to reside in site "B" (his current residence) until not later than Wednesday, June 30, 2010, and that an order of possession will be issued in favour of the landlord to that effect;
- that the tenant waives any entitlement to relocation to site "A," and that the landlord may proceed FORTHWITH to rent site "A" to another party;
- that the tenant's advocate will contact the Residential Tenancy Branch in order to cancel the June hearing, which was scheduled in response to the tenant's application to dispute the landlord's notice to end tenancy for cause at site "A;"
- that the tenant waives any further claim for compensation against the landlord in association with tenancy at either site "A" or site "B;"
- that the landlord waives any further claim for compensation against the tenant in association with tenancy at either site "A" or site "B;"

- that before the end of tenancy, the landlord will contact the tenant and the tenant's advocate in writing, in order to propose a particular time for meeting at site "B" to complete a move-out condition inspection and report;
- that at the time of the move-out condition inspection, the parties will attempt to reach agreement in regard to the disposition of the tenant's security deposit and pet damage deposit, both of which were collected by the landlord at the outset of tenancy;
- that in the event agreement cannot be reached between the parties around the disposition of the respective deposits, as above, the parties have the option of applying for dispute resolution in order to resolve the dispute;
- that in the meantime, the above particulars comprise full and final settlement of all aspects of the dispute arising from tenancy at site "A" and site "B" for both parties.

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., Wednesday, June 30, 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.

I hereby order the parties to comply with all aspects of the agreement reached between them, as above.

DATE: April 29, 2010

Dispute Resolution Officer