

DECISION

Dispute Codes:

CNC, MNDC, OLC

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for a monetary Order for money owed or compensation for damage or loss; and for an Order requiring the Landlord to comply with the *Residential Tenancy Act* or the tenancy agreement.

The hearing commenced at approximately 1320 hours, which is prior to the scheduled start time of the hearing, with the consent of both parties, who were present prior to the scheduled start time. The advocate for the Tenant stated that she had authority to act on behalf of the Tenant, although the Tenant did not attend the hearing. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to ask questions, and to make submissions to me.

Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside; whether the Tenant is entitled to a monetary Order; and whether there is a need for an Order requiring the Landlord to comply with the *Act* or tenancy agreement.

Background and Evidence

At the outset of the hearing the Agent for the Landlord and the Advocate for the Tenant advised that the parties have mutually agreed to resolve this dispute under the following terms:

- The tenancy will end on June 20, 2010, unless the Tenant or her guest demonstrates aggressive behaviour to a staff member or another occupant of the residential complex; unless the Tenant or her guest damages the Landlord's property; unless the Tenant or her guest smokes inside the rental unit; or unless the Tenant or her guest causes a disturbance in the rental unit or on common property within the residential complex
- In the event the Tenant or her guest demonstrates aggressive behaviour to a staff member or another occupant of the residential complex; in the event the Tenant or her guest damages the Landlord's property; in the event the Tenant or her guest smokes inside the rental unit; or in the event the Tenant or her guest causes a disturbance in the rental unit or on common property within the residential complex, the tenancy will end two days after the Order of Possession

is served upon the Tenant.

Conclusion

On the basis of the mutual agreement reached by the parties, I will grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. The Order of Possession may not be served until June 18, 2010 unless the Tenant or her guest demonstrates aggressive behaviour to a staff member or another occupant of the residential complex; unless the Tenant or her guest damages the Landlord's property; unless the Tenant or her guest smokes inside the rental unit; or unless the Tenant or her guest causes a disturbance in the rental unit or on common property within the residential complex, in which case the Order of Possession may be served immediately.

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: May 11, 2010.

Dispute Resolution Officer