



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared at the hearing and were provided the opportunity to be heard and to respond to the submissions of the other party with respect to issues relevant to this matter.

I was not provided a copy of the Notice to End Tenancy prior to this hearing although the tenant was of the belief he provided a copy to the Residential Tenancy Branch. I proceeded to accept verbal testimony from the parties.

Issue(s) to be Decided

Should the tenant's application to cancel the Notice be granted or dismissed?

Can the parties reach a mutual agreement to resolve their dispute?

Background and Evidence

The parties provided undisputed evidence as follows. The tenant has been residing in the rental unit for approximately 8 years and currently pays rent of \$649.00 on the 1st day of every month. On November 29, 2009 the landlord issued a 1 Month Notice to End Tenancy for Cause (the Notice) and posted it on the tenant's door. The Notice reflects an effective date of December 29, 2010 and indicates the reasons for ending the tenancy are that the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord

After hearing much disputed testimony concerning two incidents that occurred at the residential property on November 28 and 29, 2010 the parties were able to reach a mutual agreement to end tenancy.

The parties agreed that the tenancy shall continue until February 28, 2011 at which time the tenancy will end and the tenant will vacate the rental unit.



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
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The landlord requested an Order of Possession be provided to ensure the tenant provides vacant possession of the rental unit on February 28, 2011.

Analysis

I accept the mutual agreement reached between the parties and order that it be binding upon both parties. The landlord is provided an Order of Possession effective at 1:00 p.m. on February 28, 2011 to serve upon the tenant. The Order of Possession may be enforced in The Supreme Court of British Columbia as an order of the court if necessary.

The tenant is informed that he remains obligated to pay rent for February 2011.

Further, upon hearing from the parties, I strongly caution the tenant that he must not significantly interfere with or unreasonably disturb other tenants, the landlord, or any person acting on behalf of the landlord during the remainder of the tenancy. If, after the date of this proceeding, the tenant conducts himself in such a way that it becomes unreasonable to wait for the Order of Possession to take effect, the landlord may make an application for an earlier end of tenancy and Order of Possession. The landlord may obtain more information about that process by contacting the Residential Tenancy Branch.

I also understand that the tenant has an undertaking to refrain from direct or indirect contact with the assistant manager and a breach of that undertaking is a police matter.

Conclusion

This tenancy shall end by mutual agreement at 1:00 p.m. on February 28, 2011. The landlord has been provided an Order of Possession to serve upon the tenant.

The tenant remains obligated to pay rent for February 2011 and must ensure that he does not unreasonably disturb or interfere with other tenants, the landlord, or any person acting on behalf of the landlord.

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 07, 2011.

Residential Tenancy Branch