



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the male tenant and the landlord and her agent.

At the start of the hearing I noted to the tenant that he had applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent but the notice submitted in to evidence was a 1 Month Notice to End Tenancy for Cause. In the absence of any objection from the landlord I amended the tenant's application to reflect the notice that was issued.

I also noted that despite the tenants' submission indicating that they were seeking compensation from the landlord the tenant did not apply for a monetary order of any sort. As a result, I advised both parties that I would not hear any evidence related to a monetary claim but that the tenant was at liberty to file a separate application for monetary issues.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a 1 Month Notice to End Tenancy for Cause and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

During the hearing the parties came to the following settlement agreement:

1. The tenants withdraw their Application for Dispute Resolution;
2. The landlord agrees to change the effective date of the end of the tenancy to March 31, 2011;
3. The tenants agree to pay March 2011 rent no later than March 1, 2011; and
4. The tenants agree that if rent for March 2011 is not paid on March 1, 2011, the tenants must vacate the rental unit.

Conclusion

In support of this agreement I grant to the landlord an Order of Possession effective **two days after service on the tenants**. This order must be served on the tenants, in accordance with this agreement, 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 08, 2011.

Residential Tenancy Branch