



Dispute Resolution Services

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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 Notice to End Tenancy for Cause. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

Issue(s) to be Decided

1. Should the Notice to End Tenancy be cancelled or upheld?
2. Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

The tenancy commenced August 20, 2010 and the monthly rent is \$550.00. The rental unit has two bedrooms. The tenant currently resides in the unit with a roommate. There is no written tenancy agreement. The landlord posted a 1 Month Notice to End Tenancy for Cause on the tenant's door on February 1, 2011. The tenant disputed the Notice.

During the hearing the parties were able to reach a mutual agreement that the tenancy shall end April 30, 2011. The landlord requested an Order of Possession to be effective April 30, 2011.

Analysis

In recognition of the mutual agreement reached between the parties, I order that this tenancy shall end April 30, 2011. The tenant and any other occupants residing in the rental unit are required to vacate the rental unit by April 30, 2011. The landlord is provided an Order of Possession as requested.

The tenant remains obligated to pay rent for March and April 2011.

Conclusion

The tenancy shall end April 30, 2011 by mutual agreement. The landlord is provided an Order of Possession as per the landlord's request and in recognition of the mutual agreement.

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 15, 2011.

Residential Tenancy Branch