



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC, MNDC

Introduction

This conference call hearing was convened in response to the tenant's application for cancellation of a 1 Month Notice to End Tenancy for cause, and a monetary order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the tenant entitled to cancellation of the Notice to End Tenancy?

Is the tenant entitled to a Monetary Order, and if so for what amount?

Background and Evidence

The rental unit consists of a basement suite in a single detached home. Pursuant to a written agreement, the month to month tenancy started on December 1st, 2003. The monthly rent of \$625.00 is payable on the first of each month. The tenant paid a security deposit in the amount of \$312.50.

During the hearing the landlord and the tenant concluded that it would be in the best interest of both parties to bring this tenancy to an end.

The tenant stated that he was looking for another place, but that he sought consideration for sufficient time in light of a special need son and children currently going to school.

Analysis

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to the following:

- The tenancy will end on or before July 1st, 2011.
- The landlord will be granted an order of Possession effective July 1st, 2011.
- The tenant will be able to enjoy the remainder of the tenancy without unreasonable demands or pressure from the landlord.

Conclusion

I grant the landlord an order of possession effective July 1st, 2011. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. Notwithstanding, repeated breaches of the Act do not prevent the other party from applying for dispute resolution, and the quantum of the evidence at that time may generate a different outcome.

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: March 21, 2011.

Residential Tenancy Branch