



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      CNC, OPT, FF

### Introduction

This hearing dealt with the tenant's application to cancel a Notice to End Tenancy for Cause; for an Order of Possession and recovery of the filing fee. 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.

A witness for the tenant appeared at the commencement of the hearing and was asked to leave the hearing until called to testify. The witness was not called upon to testify.

The advocate pointed out that the landlord served late evidence but acknowledged the tenant had an opportunity to review and consider the landlord's evidence. Therefore, I deemed the evidence sufficiently served and informed the parties I would accept it.

I determined that the tenant is currently in possession of the rental unit and it was unnecessary to further consider the tenant's request for an Order of Possession. The landlord verbally requested an Order of Possession during the hearing.

### Issue(s) to be Decided

1. Should the Notice to End Tenancy be upheld or cancelled?
2. Is the landlord entitled to an Order of Possession?
3. Can the parties reach a mutual agreement to resolve this dispute?

### Background and Evidence

The tenant has been residing in the rental unit since October 2007 and is currently required to pay rent of \$1,213.00 on the 1<sup>st</sup> day of every month. On February 22, 2011 the landlord issued a 1 Month Notice to End Tenancy for Cause (the Notice) with an effective date of March 31, 2011 and served it upon the tenant by registered mail. The Notice indicates that the reasons for ending the tenancy is that the tenant is repeatedly late paying rent and has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

After hearing considerable testimony from both parties and discussing the requirements of the Act, regulations and tenancy agreement, the parties agreed to mutually resolve their dispute. The parties agreed that the tenancy will end April 30, 2011 and the landlord will be provided an Order of Possession effective that date. Both parties agreed that pursuant to a previous dispute resolution decision the tenant is not required to pay rent for April 2010 in satisfaction of that decision.

### Analysis

I accept the mutual agreement reached between the parties and I order that the tenancy shall end April 30, 2011. The landlord is provided an Order of Possession to serve upon the tenant and file in The Supreme Court of British Columbia if necessary.

### Conclusion

By mutual agreement between the parties, the tenancy shall end and the landlord is provided an Order of Possession effective April 30, 2011.

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 17, 2011.

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Residential Tenancy Branch