



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the Notice). Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant agreed that the landlord's representative handed him the Notice on March 22, 2011. The tenant agreed that the landlord's representative handed him the dispute resolution hearing package on March 31, 2011. I am satisfied that the landlord served these documents to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Should the landlord's Notice to End Tenancy be cancelled? If the tenant's application to cancel the Notice is dismissed, is the landlord entitled to an Order of Possession?

Background and Evidence

This month-to-month tenancy commenced on December 1, 2005. Monthly rent is presently set at \$1,109.00, plus \$40.00 per month for parking. The landlord continues to hold the tenant's \$491.70 security deposit and \$491.79 pet damage deposit both paid on November 24, 2005.

The landlord presented undisputed oral and written evidence that the tenant has been late in his monthly rent payments on 11 of the past 15 months, one of the reasons for the issuance of the Notice.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties discussed the landlord's application, turned their minds to compromise and agreed to settle their dispute. The parties agreed to settle the issues in dispute on the following terms:

1. The tenant agreed to withdraw his application to cancel the landlord's Notice to End Tenancy and vacate the rental premises by one o'clock in the afternoon on May 31, 2011.
2. The tenant agreed that if he does not vacate the rental unit before April 30, 2011, he will pay May 2011 rent on or before May 1, 2011.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenants do not vacate the rental premises in accordance with their agreement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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*.