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 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, to present witnesses, and to respond to the submissions of the other party.

Issue(s) to be Decided

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

Background and Evidence

The tenancy commenced February 1, 2009 and the tenant is required to pay rent of $525.00 on the 1st day of every month. On July 7, 2011 the landlord posted a Notice to End Tenancy for Cause on the tenant's door. The tenant disputed the Notice within the time limit required under the Act.

After hearing much testimony from each of the parties, and testimony from a total of four witnesses, the parties were able to reach a mutual agreement to resolve their dispute. The parties agreed that the tenancy shall continue until September 30, 2011 at which time it will end by mutual agreement and the tenant will vacate the rental unit.

Analysis

I accept the mutual agreement reached between the parties and make it an Order to be binding upon both parties. In recognition of the mutual agreement I provide the landlord with an Order of Possession effective September 30, 2011.

To enforce the Order of Possession the landlord must serve it upon the tenant and may file it in The Supreme Court of British Columbia as an Order of that court.

Conclusion

The tenancy shall end September 30, 2011 by mutual agreement. The landlord has been provided an Order of Possession effective September 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: August 16, 2011.

Residential Tenancy Branch