



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNC, FF

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and to recover the cost of filing this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, to call witnesses, and to make submissions to me.

### Issue(s) to be Decided

The issues to be decided are whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside and whether the Tenant is entitled to recover the filing fee.

### Background and Evidence

The Landlord and the Tenant agree that a One Month Notice to End Tenancy for Cause was posted on the door of the rental unit on October 28, 2011, which declared that the Tenant must vacate the rental unit by November 30, 2011.

After considerable discussion regarding the Landlord's reasons for wishing to end the tenancy, the Landlord and the Tenant mutually agreed to resolve this dispute under the following terms:

- The parties agree that the tenancy will end on December 31, 2011
- The Tenant agrees to vacate the rental unit by that date
- The Tenant agrees that the Landlord may retain \$250.00 from her security deposit in full satisfaction of any damages related to the large window that has been broken in the rental unit, although she does not believe that the Tenant broke the window
- The Landlord stated that she understands that she is not able to seek further compensation for the broken window.

Conclusion

On the basis of the mutual agreement reached at this hearing, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on December 31, 2011. This Order may be served on the Tenant and enforced as an Order of the Supreme Court of British Columbia.

On the basis of the mutual agreement reached at this hearing, I authorize the Landlord to retain \$250.00 from the Tenant's security deposit in full satisfaction for the large window in the rental unit that was damaged by unknown means during this tenancy.

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: November 28, 2011.

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Residential Tenancy Branch