



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

CNC, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the tenant to cancel a Notice to End for Cause with an effective date of January 31, 2012, and for a monetary Order under Section 67 of the Residential Tenancy Act (the Act), and to recover the filing fee.

Both parties attended the conference call hearing and provided their submissions and their testimony and were permitted to discuss their dispute and resolve it. The landlord orally requested an order of possession.

### **Issue(s) to be determined**

Should the Notice to End be cancelled?  
Is the tenant entitled to the monetary amount claimed?  
Is the landlord entitled to an Order of Possession/

### **Background and Evidence**

This tenancy began in August 2011. At the outset of the tenancy the landlord collected a security deposit and a pet damage deposit from the tenant. On December 09 and on December 28, 2011 the landlord gave the tenant a Notice to end Tenancy for Cause, both with respective effective dates of January 31, 2012.

### **Analysis**

As a preliminary matter and during the course of the hearing, the parties discussed their dispute turning their minds to compromise. The parties reached agreement - choosing to settle this matter in full satisfaction of the tenant's claims on application, and to the parties' mutual satisfaction, on the following conditions; and, at their request, that I record the parties' settlement in accordance with Section 63 of the Act, as follows.

1. The tenant and landlord agree that **the tenancy will end January 31, 2012**, and the landlord will receive an Order of Possession.
2. The landlord agrees to provide the tenant with a **positive reference to prospective landlords** in respect to the timely payment of rent, and positive commentary regarding the condition of the rental unit.
3. The landlord agrees to **return to the tenant their full security deposit**.
4. The landlord agrees to **return to the tenant their full pet damage deposit**.
5. The landlord agrees they will **not advance any claim for damages or loss** in respect to this tenancy.

### **Conclusion**

The parties chose to settle their respective dispute in full upon the above conditions. Their settlement is binding on the parties.

So as to perfect the party's mutual agreement and settlement of their matters **I grant** the landlord an **Order of Possession** under Section 55 of the Act, **effective January 31, 2012**. The landlord is being given this Order. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: January 09, 2012.

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Residential Tenancy Branch