



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPC, FF.*

Introduction,

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue?

Background and Evidence

The tenancy started in March 2007. The monthly rent is \$850.00 due in advance on the first day of the month. Prior to moving in the tenant paid a security deposit of \$425.00.

On January 29, 2012, the landlord served the tenant with a notice to end tenancy for cause. The tenant stated that she received it on February 02, 2012. The reason for the notice was that the tenant was repeatedly late paying rent. As of the date of the hearing, the tenant had not paid rent for March 2012. The tenant stated that she understood that she did not have to because the current landlord told her in conversation that he wanted to move into the rental unit. The landlord denied having plans to move into the rental unit. I explained the differences in notices to end tenancy for repeated late payment of rent and for landlord's use of property.

The landlord requested me to order the tenant to pay rent for March. I explained to both parties that while the tenant was required to pay rent for March, the landlord had not applied for a monetary order in this application and I would not be granting the landlord a monetary order. I informed the landlord that he was at liberty to make application in the event that the tenant did not pay rent for March.

Prior to the hearing, the parties had engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 confirmed that they had reached an agreement to settle their dispute on the following terms.

- The landlord agreed to allow the tenancy to continue till March 31, 2012.
- The tenant agreed to move out on or before 1:00 pm on March 31, 2012.
- An order of possession will be issued to the landlord effective this date.
- Both parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

I grant the landlord an order of possession effective on or before **1:00 pm on March 31, 2012**. The landlord may retain \$50.00 for the filing fee, from the security deposit.

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 07, 2012.

Residential Tenancy Branch