



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNDC, OPC

Introduction

This Application for Dispute Resolution was to deal with a request by the landlord seeking an Order of possession based on a One-Month Notice to End Tenancy for Cause dated January 5, 2012.

Both parties appeared and gave testimony in turn.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence is whether the criteria to support a One-Month Notice to End Tenancy under section 47 of the *Residential Tenancy Act*, (the *Act*), has been met, or whether the notice should be cancelled as requested by the tenant.

The burden of proof is on the landlord to establish that the notice was justified.

Background and Evidence: One Month Notice

The original tenancy began in November 2010 with total rent set at \$750.00 comprised of \$375.00 from each tenant. A security deposit of \$187.50 was paid. Submitted into evidence was a copy of the One-Month Notice to End Tenancy for Cause dated January 5, 2012 purporting to be effective on February 29, 2012. The One-Month Notice to End Tenancy for Cause indicated that the tenant had allowed an unreasonable number of occupants to live in the suite, significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, seriously jeopardized the health, safety or lawful right of another occupant or the landlord, put the landlord's property at significant risk, engaged in illegal activity that has affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord and jeopardized a lawful right or interest of another occupant or the landlord. The landlord gave testimony with respect to the causes.

The tenant did not make any application to dispute the Notice. However, the tenant's position is that the landlord had since reinstated the tenancy. The tenant testified that

the landlord recently made an agreement with the tenant to mutually end the tenancy and returned the cheque issued by the Ministry to the landlord for April's rent.

The tenant disputed the allegations made by the landlord and felt that the Notice should be cancelled.

Analysis: One Month Notice to End

During the hearing a mediated discussion ensued and the parties mutually agreed to end the tenancy as of April 15, 2012 by consent. Accordingly, I hereby grant an Order of Possession to the landlord reflecting this agreement.

The tenant's security deposit must be administered at the end of the tenancy in compliance with section 38 of the Act.

Conclusion

Pursuant to the mutual agreement reached between these parties, I hereby issue an Order of Possession in favour of the landlord effective Sunday, April 15, 2012 at 1:00 p.m. This Order must be served on the Applicant tenant and may be enforced by the Supreme Court if necessary.

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: April 03, 2012.

Residential Tenancy Branch