



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, OPC, MNDC, FF

Introduction

This hearing dealt with applications by the landlord and the tenant. The landlord applied for an order of possession pursuant to a notice to end tenancy for cause. The tenant applied for an order to set aside the notice to end tenancy for cause and for a monetary order for compensation in the amount of \$25, 000. Both parties applied for the recovery of their filing fee.

Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to compensation?

Background and Evidence

The tenancy began in January 1996. The rental unit is located in an apartment building which has an underground parking garage. The tenant is entitled to one parking stall for a vehicle, but agreed that he used more than one stall to store his belongings. On October 05, 2012, the landlord served the tenant with a one-month notice to end tenancy for cause.

During the hearing the reasons for the notice were discussed at length. The parties 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 reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue on the following terms:

1. The tenant agreed to remove all items from the garage by December 21, 2012 and to occupy a single stall for his personal vehicle only.
2. The landlord agreed to cooperate with the tenant by ensuring that the tenant has access to a clear way, to remove his belongings.
3. The tenant stated that he understood that if he did not comply with the terms of this agreement, the landlord would serve him with another notice to end tenancy.
4. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to ensure that he complies with the terms of the above agreement. I find it timely to put the tenant on notice that, if the tenant does not comply and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

The tenant's application for compensation is dismissed for insufficient evidence. As this dispute was resolved by mutual agreement and not based on the merits of the case, the parties must bear the cost of filing their own applications.

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 27, 2012.

Residential Tenancy Branch

