



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, OPC, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The tenant applied to cancel a one month Notice to End Tenancy for cause. The landlord applied for an order for possession. The tenant and the landlord attended the conference call hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?

Background and Evidence

During the hearing I heard evidence from the landlord concerning the grounds for ending the tenancy pursuant to a one month Notice to End Tenancy for cause that was served on March 1, 2013. I heard the tenant's testimony in reply.

After I heard testimony from the parties, I offered them an opportunity to have a settlement discussion to determine whether there might be a mutually agreeable resolution of their respective applications.

The landlord and the tenant agreed that the tenancy would end on June 30, 2013 and the tenant would move out on or before that date. The tenant further agreed that she would have only one room-mate reside with her for the duration of the tenancy, although family members may visit her for short duration stays. The tenant will use the two assigned parking spaces for parking registered private motor vehicles and she will not impede the landlord's access to the commercial business space adjacent to the rental unit, in particular she will not impede the delivery of supplies to the landlord's business premises.

The tenant agreed that she will use the hot water supplies judiciously since they are shared with the landlord's business and she will not allow her guests to wash laundry in the rental unit.

Pursuant to the agreement of the parties and upon the agreed upon terms set out above, I grant the landlord an order for possession effective June 30, 2013, after service on the tenant. This order may be registered in the Supreme Court and enforced as an order of that court.

If, before June 30, 2013, the landlord considers that there are grounds for ending the tenancy she is at liberty to issue a new Notice to End Tenancy for cause or for unpaid rent.

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 05, 2013

Residential Tenancy Branch

