



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.
and [tenant name suppressed to protect privacy]

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 pursuant to a notice to end tenancy for cause. The landlord also applied 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? Did the tenant make application to dispute the notice to end tenancy? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on June 01, 2012. The monthly rent is \$641.45 due in advance on the first day of the month. Prior to moving in the tenant paid a security deposit of \$297.50.

On March 26, 2013, the landlord served the tenant with a notice to end tenancy for cause. The tenant did not make application to dispute the notice. The reasons for the notice were discussed. During this discussion 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 Arbitrator 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 on the following terms:

1. The tenant agreed to move out on or before 1:00 pm on June 24, 2013.
2. The landlord agreed to allow the tenancy to continue until June 24, 2013.
3. An order of possession will be issued to the landlord effective this date.
4. Both parties stated that they understood and 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 June 24, 2013**. The landlord may retain \$50.00 from the security deposit towards the recovery of the filing fee.

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: June 05, 2013

Residential Tenancy Branch