



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC, CNC, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to Section 55 and for the recovery of the filing fee. The tenant had applied for several remedies including compensation but at the start of the hearing, the tenant informed me that she wished to withdraw all portions of her application except for the portion that dealt with her application to cancel the notice to end tenancy, pursuant to Section 49.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Does the landlord have cause to end the tenancy?

Background and Evidence

The tenancy started in June 2013. The monthly rent is \$1,395.00 due in advance on the first day of the month. On November 27, 2013, the landlord served the tenant with a one month notice to end tenancy for cause.

During the hearing 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. Both parties agreed to the following terms:

1. The landlord agreed to allow the tenancy to continue up to February 28, 2014. An order of possession will be granted to the landlord, effective this date.
2. The tenant agreed to move out on or before 1 p.m. on February 28, 2014.
3. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

Conclusion

I grant the landlord an order of possession effective on or before **1:00 p. m. on February 28, 2014.**

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: January 29, 2014

Residential Tenancy Branch