



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RAAMCO INT'L PROP. (CAN) LTD. C/O  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MT, CNC, FF

### **Introduction**

This hearing dealt with an application by the tenants for an order to set aside a notice to end tenancy for cause and for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard. The tenants acknowledged receipt of evidence submitted by the landlord and both parties gave affirmed testimony.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began in May 2013. On January 23, 2014, the landlord served the tenants with a one-month notice to end tenancy for cause. The reasons for the notice were that the tenant has adversely affected the quiet enjoyment, security, safety or physical well being of another occupant and has breached a term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

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 and an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 1:00p.m. on April 30, 2014.
2. The landlord agreed to allow the tenancy to continue till 1:00 p.m. on April 30, 2014.
3. The landlord agreed to offer the tenant an option to move to unit 207 effective May 01, 2014.
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**

Pursuant to the above agreement, the tenancy will end on or before 1:00 pm on April 30, 2014.

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

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: March 13, 2014

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Residential Tenancy Branch

