



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the hearing the parties reached a mutual agreement in resolution of this dispute. I have recorded the mutual agreement by way of this decision and the Order that accompany it.

### Issue(s) to be Decided

What are the terms of the mutual agreement?

### Background and Evidence

The parties mutually agreed to the following terms in resolution of this dispute:

1. The tenancy shall end pursuant to a mutual agreement on March 31, 2015 provided the tenant pays rent for the month of March 2015 and the landlord shall be provided an Order of Possession with an effective date of March 31, 2015.
2. The tenant shall pay rent for March 2015 on or before February 28, 2015 and if rent is not paid by this time the landlord may serve an enforce an Order of Possession with an effective date of February 28, 2015.
3. Upon presentation of rent to the landlord for March 2015 the landlord shall provide a receipt to the tenant.
4. The landlord shall ensure the tenant is provided access to the common laundry room between the hours of 8:00 a.m. and 9:00 p.m. every day for the remainder of the tenancy.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, with this decision I provide the landlord with two Orders of Possession:

1. An Order of Possession with an effective date of March 31, 2015 that may be served upon the tenant at any time.
2. A conditional Order of Possession that may be served and enforced only in the event the tenant fails to pay rent for March 2015 on or before February 28, 2015.

### Conclusion

The parties resolved their dispute by way of a mutual agreement reached during the hearing.

I have provided an Order of Possession and a conditional Order of Possession to the landlord to ensure compliance with the terms of the mutual agreement.

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: February 19, 2015

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Residential Tenancy Branch

