



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding POWELL RIVER KIWANIS VILLAGE SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, OPC

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 the tenant applied 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.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in July 2014. The monthly rent is \$408.00 due on the first of each month. On February 20, 2015, the landlord served the tenant with a one-month notice to end tenancy for cause, by registered mail.

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 July 31, 2015.
2. The landlord agreed to allow the tenancy to continue till 1:00p.m. on July 31, 2015. An order of possession will be granted to the landlord effective this date.
3. The tenant agreed to abide by the terms of the tenancy agreement.
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.

The tenant would be wise to refrain from activities that cause the other residents of the building to lodge complaints with the landlord. I find it timely to put the tenants on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Pursuant to the above agreement, I grant the landlord an order of possession effective on or before 1:00p.m. on July 31, 2015. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective on or **before 1:00p.m. on July 31, 2015.**

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: May 14, 2015

Residential Tenancy Branch

