



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kandlola Ventures Inc  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNC, LAT, FF, O

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied:

- to set aside a Notice to End Tenancy for Cause;
- for authorization for change the locks;
- to recover the fee for filing this Application for Dispute Resolution; and
- for "other".

The Tenant stated that the Application for Dispute Resolution and the Notice of Hearing were personally served to the Landlord's business office, although she does not know the date of service. The Assistant Manager stated that these documents were served to the Landlord's business address sometime in November of 2015. I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*.

The Manager stated that he submitted one page of evidence to the Residential Tenancy Branch on December 10, 2015. The Manager was advised that I did not have this document before me and he stated that it is simply a typed submission and that he is able to make these submissions during the hearing.

Both parties were represented at the hearing. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Is there need to grant the Tenant authority to change the locks?

### Background and Evidence

After considerable discussion but prior to the end of the hearing the Landlord and the Tenant mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual consent, on January 31, 2016; and
- the Landlord will receive an Order of Possession that entitles the Landlord to legal possession of the rental unit on January 31, 2016.

### Analysis

The parties have settled this dispute in accordance with the aforementioned settlement agreement.

### Conclusion

On the basis of the aforementioned settlement agreement I grant the Landlord an Order of Possession that will be effective on January 31, 2016.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 17, 2015

---

Residential Tenancy Branch

