



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated February 25, 2016.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Notice to End Tenancy was served on the Tenant by posting on February 25, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by the Tenant was served on the Landlord in early March 2016.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated February 25, 2016?

Background and Evidence

The tenancy began in 2005. The present rent is \$550 per month payable in advance on the first day of each month.

Grounds for Termination:

The Notice to End Tenancy relies on the following grounds:

- Tenant or a person permitted on the property by the tenant has:
 - ...
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord
 - put the landlord's property at significant risk
- Tenant has caused extraordinary damage to the unit/site or property/park

- Tenant has not done required repairs of damage to the unit/site
- ...
- Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement

Settlement:

At the hearing I was advised by the parties that on April 1, 2016 they entered into a comprehensive settlement agreement in writing with the respect to the ending of the tenancy and the removal of the tenant's cats and belongings. Both parties have signed copies of that agreement. One term of the agreement was that the parties mutually agreed to end tenancy on April 30, 2016 and the tenant would have to vacate by that time. There are other provisions which provide for an earlier end to the tenancy if the tenant fails to do certain things. I have not yet been given a copy of the agreement and determined it would not be appropriate for me to set out all of the terms in this decision.

Further to the settlement I granted an Order for Possession effective 1:00 p.m. on April 30, 2016.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: April 04, 2016

Residential Tenancy Branch

