



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HINKLEY HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on March 01, 2015. The monthly rent is \$700.00.

On July 21, 2016, the landlord served the tenant with a notice to end tenancy for cause, in person. The reason for the notice was that the tenant had breached a material term of the tenancy agreement that was not corrected in a reasonable time after written notice to do so. The effective date of the notice to end tenancy was August 31, 2016. The tenant made this application on August 10, 2016 which is not within the legislated time frame of 10 days to dispute a notice such as this.

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 or 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 by 1:00p.m. on February 28, 2017.
2. The landlord agreed to allow the tenancy to continue until 1:00p.m. on February 28, 2017. The landlord will be issued an order of possession effective 1:00p.m. on February 28, 2017
3. 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, I grant the landlord an order of possession effective by 1:00p.m. on February 28, 2017. 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.

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: December 06, 2016

Residential Tenancy Branch