



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, FF

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.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in March 2016. The monthly rent is \$1,200.00 payable on the first of each month. The landlord stated that there was a written tenancy agreement but *did* not have a copy in front of me. The tenant stated that he had not received a copy of the tenancy agreement, despite repeated requests to the landlord. Prior to moving in the tenant paid a security deposit of \$600.00.

The landlord stated that the parties came to an agreement that the tenant would receive up to \$500.00 off his rent for work done as directed by the landlord. The parties could not agree on what work was done and what amount had to be deducted off the rent. The landlord stated the tenant paid rent late and the tenant denied the allegation. There are no rent receipts issued by the landlord for cash paid by the tenant.

On November 01, 2016, the landlord served the tenant with a notice to end tenancy for cause with an effective date of November 30, 2016. The reasons for the notice were discussed at length. During the hearing the tenant informed me that he intended to move out on January 01, 2017. The landlord agreed to the tenant's proposal.

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 on January 01, 2017.
2. The landlord agreed to allow the tenancy to continue until January 01, 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 on January 01, 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

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 21, 2016

Residential Tenancy Branch