



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This conference call hearing was convened in response to the tenant's application for cancellation of a Notice to End Tenancy for Cause; to order the landlord to comply with the Act, regulation, or tenancy agreement; and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Should the notice to end tenancy be set aside, and should the tenancy continue?

Should the landlord be ordered to comply with the Act, regulation, or tenancy agreement?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a two story, four bedroom, three bathroom single detached home. Pursuant to a written agreement, the fixed term tenancy started on November 15th, 2008 and is to end November 30th, 2011. The rent is \$1300.00 per month and the tenant paid a security deposit of \$650.00.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution. Matters discussed included, but were not limited to; the terms of the original tenancy agreement; who moved into the unit and when; the sale of the property; whether the occupants were guests or paying tenants; and the landlord's offer to pay for the tenant's moving expenses.

Analysis and Conclusion

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to the following:

- The tenant will move out of the rental property on or about November 29th, or November 30th, 2011, but at any event no later than 1:00PM, November 30th, 2011.
- The landlord will pay the tenant the equivalent of one month's rent (\$1300.00) in lieu of moving expenses.
- The parties agree that the above particulars are full and final settlement to all aspects of this dispute before me.

Accordingly this matter is hereby settled.

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: November 24, 2011.

Residential Tenancy Branch