



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC MNDC, OLC, O

### Introduction

This was a hearing with respect to the tenants' application to cancel a one month Notice to End Tenancy and for other relief, including a monetary award. The hearing was conducted in person at the Residential Tenancy Office in Burnaby. The named tenant attended and the landlord attended with her friend who assisted her during the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?  
Is the tenant entitled to a monetary award and if so, in what amount?  
Is the tenant entitled to any other relief?

### Background and Evidence

The tenancy began March 1, 2013. The monthly rent is \$900.00 plus a portion of the utilities. The tenant paid a \$450.00 security deposit before the commencement of the tenancy.

On May 16, 2013 the landlord served the tenant with a one month Notice to End Tenancy for cause. I heard evidence from the parties that the Notice to End Tenancy was later rescinded by the landlord and a copy and I was provided with a copy of the Notice to End Tenancy with a notation that stated the Notice had been rescinded.

During the hearing the landlord and the tenant requested that I allow them an opportunity to discuss the settlement of this proceeding and other issues arising out of the tenancy.

As a result of their discussions, the landlord and the tenant agreed to end the tenancy effective July 31, 2013. The end of the tenancy is based on the mutual agreement of

the parties and is not based on any finding of fault or of cause for ending the tenancy. The landlord agreed to reduce the rent for the month of July to the amount of \$450.00 to help defray the tenant's moving expenses. The landlord also agreed to forthwith return the tenants' security deposit at the end of the tenancy provided the tenant has returned possession of the rental unit to the landlord in acceptable condition.

### Conclusion

Pursuant to the agreement of the parties and at their request, I order that the tenancy will end on July 31, 2013. I order that the rent payable for the month of July shall be the sum of \$450.00. I grant the landlord an order of possession effective July 31, 2013, after service on the tenants. This order may be filed in the Supreme Court 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: June 19, 2013

---

Residential Tenancy Branch