



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KANDOLA VENTURES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

On September 07, 2016, the tenant made this application to cancel the notice to end tenancy for cause. On October 21, 2016, the tenant amended her application to include a monetary claim for compensation and moving costs. The tenant served the landlord with the notice of the amendment.

During the hearing the tenant requested that her monetary order be dismissed with leave to reapply. Since the tenant has not yet incurred moving expenses, I allow her request. Accordingly, this hearing only dealt with the tenant's application to cancel the notice to end tenancy for cause and for the recovery of the filing fee.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began in November 2015 for a fixed term ending on November 30, 2016. The tenancy agreement indicates that the tenant would move out at the end of the fixed term. On August 31, 2016, the landlord served the tenant with a 30 day notice to end tenancy for cause. The tenant made application to dispute the notice in a timely manner.

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 December 01, 2016.
2. The landlord agreed to allow the tenancy to continue until 1:00p.m. on December 01, 2016. The landlord will be issued an order of possession effective this date
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.

Pursuant to the above agreement, I grant the landlord an order of possession effective by 1:00p.m. on December 01, 2016. 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

Conclusion

I grant the landlord an order of possession effective by 1:00p.m. on December 01, 2016.

The tenant's application for a monetary order for compensation and moving costs is dismissed with leave to reapply.

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 03, 2016

Residential Tenancy Branch

