



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

CNC

Introduction

This Application for Dispute Resolution was to deal with an application by the tenant seeking to cancel the One-Month Notice to End Tenancy for Cause. Both parties appeared and gave testimony in turn.

During the proceedings a mediated discussion ensued between the parties. And they came to a mutually agreeable resolution the terms of which are as follows:

- The tenant agrees to vacate the unit on or before June 1, 2011 at 1:00 p.m. and the landlord will be issued an enforceable Order of Possession effective on that date.
- The landlord agrees to comply with section 29 of the Act by giving the Tenant proper written notice of 24 hours, prior to the landlord or the agent showing up at the rental unit and also agrees not to engage in any conduct that significantly interferes with or bothers the tenant.
- The tenant agrees to comply with section 29 of the Act by not impeding access at the time and date given on the landlord's written notice and will refrain from interfering with the showing.
- The tenant will be entitled to be compensated, on or before the effective ending date of tenancy, and will receive an amount equivalent to one month's rent of \$600.00, payable under the tenancy agreement.
- In addition to the above compensation, if the tenant manages to find a suitable place to relocate prior to the June 1, 2011 deadline, the tenant is at liberty to end the tenancy earlier by:
 - (a) giving the landlord at least 10 days' written notice to end the tenancy and (b) paying the landlord, on the date the tenant's notice is given, only the proportion of the rent due pro-rated to the effective end date shown on the tenant's notice.

- However, if the tenant has already paid the rent for the applicable month *before* giving the 10 day notice to vacate, on receiving the tenant's notice the landlord must refund any rent paid in advance for the period that falls after the effective moving date on the tenant's notice. (Moving earlier will not affect the tenant's right to receive the additional one month compensation that was described *above*.)
- The refund of the tenant's security deposit will be in compliance with the provisions contained in section 38 of the Act.

The above terms were agreed to by both parties as the terms in exchange for the tenant voluntarily vacating the unit under the circumstances outlined above.

Conclusion

Based on the agreement reached by the parties during these proceedings, I hereby order the landlord to comply with the Act by giving 24 hours written notice to access the rental unit and not engage in any conduct that unreasonably interferes with the tenant.

Based on the agreement reached by the parties during the proceedings, I order that the tenant will receive from the landlord, an amount that is the equivalent of one month's rent payable under the tenancy agreement payable on or before June 1, 2011.

Based on the agreement reached by the parties during these proceedings, I hereby order that, regardless of the above, the tenant may also end the tenancy earlier by giving the landlord at least 10 days' written notice to end the tenancy and will then only owe the proportion of rent for the number of days of the month that fall prior to the tenant vacating. This does not affect the entitlement to receive an additional amount that that is the equivalent of one month's rent payable under the tenancy agreement. The above orders must be served by the tenant on the landlord.

Based on the agreement reached by the parties during these proceedings, I grant the landlord an Order of Possession effective Wednesday, June 1, 2011 at 1:00 p.m. This order must be served on the tenant and 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: March 2011.

Residential Tenancy Branch