



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

Both parties were represented at the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the tenant's application with one another. The tenant's agent (the agent), who identified himself as co-tenant, confirmed that he had authorization from the tenant who was sick in bed to represent his interests in this matter. The agent confirmed that the tenant was handed the landlord's 1 Month Notice on October 2, 2013. The landlord confirmed that he received a copy of the tenant's dispute resolution hearing package in mid-October 2013 in his mail slot. I am satisfied that the parties served one another with the above documents in accordance with the *Act*.

At the commencement of this hearing, the landlord requested an Order of Possession on the basis of the 1 Month Notice if the tenant's application were dismissed.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

This tenancy began on September 1, 2006. After an initial one-year fixed term, the tenancy converted to a periodic tenancy. Current monthly rent is \$1,349.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$600.00 security deposit paid on September 1, 2006.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding terms to settle all issues arising out of this tenancy:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on January 15, 2014, by which time the tenant and any occupants will have vacated the rental premises.
2. The landlord agreed to withdraw the existing 1 Month Notice issued on October 2, 2013, which the landlord agreed is no longer in effect.
3. The landlord agreed to allow the tenant(s) to vacate the rental unit any time before January 15, 2014, provided the tenant(s) give(s) the landlord written notice to do so.
4. In the event that the tenancy ends before January 15, 2014, the landlord agreed to only charge the tenant(s) rent for the pro-rated amount of rent owing for the period of the month occupied by the tenant(s).
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issue currently under dispute at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia. The landlord's 1 Month Notice is no longer of any force or effect.

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 20, 2013

Residential Tenancy Branch

