



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PDCSL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a notice to end tenancy issued to the Tenant for significantly interfering with or unreasonably disturbing another occupant or the Landlord.

The Tenant and an agent for the Landlord appeared for the hearing and no issues in relation to the service of the Notice of Hearing documents were raised by the parties.

I also determined that the Tenant had applied to dispute the notice within the time limits stipulated by section 47(4) of the Residential Tenancy Act (the “Act”).

At the start of the hearing, I asked both parties whether they had an opportunity to settle the matter between them and both parties agreed that they willing to resolve the Tenant’s Application through a mutual agreement.

Analysis & Conclusion

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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

Both parties agreed to settle the Tenant’s Application in full under the following terms:

1. The Landlord and Tenant agreed to end the tenancy on June 30, 2014 at which point the Tenant will vacate the rental suite.
2. The Landlord is issued with an Order of Possession effective for this date.

3. The Tenant agreed that he will do his best to avoid the other parties involved in this dispute and avoid any confrontational situations that may give rise to further incidents for which the Tenant was issued the notice to end tenancy.

This agreement is fully binding on the parties.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **at 1:00 pm on June 30, 2014**. This order may be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the suite.

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: May 22, 2014

Residential Tenancy Branch

