



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNSD, RP

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 for cause, for the return of the Tenant’s security and pet damage deposit, and for the Landlord to make repairs (fixing the roof lock) to the rental unit.

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 1 Month Notice to End Tenancy for Cause (the “Notice”) within the time limits stipulated by Section 47(4) of the *Residential Tenancy Act* (the “Act”).

Preliminary Issues

At the start of the hearing, the Landlord’s agent made an oral request for an Order of Possession pursuant to Section 55(1) of the Act. The Landlord’s agent appearing for the hearing, who was also named on the Tenant’s Application, requested that his name be removed from the Tenant’s Application as he was not the Landlord on the written tenancy agreement. The Tenant consented to the removal of the Landlord’s agent’s name from his Application. As a result, the Tenant’s Application was amended pursuant to Section 64(3) of the Act.

The Tenant also explained that his claim for the return of the security and pet damage deposit was a mistake and that he was claiming for money owed or compensation for damage or loss under the Act for cleaning costs at the start of the tenancy. As the Landlord had not been put on notice for the details of this portion of the Tenant’s claim and this issue was not sufficiently related to the notice to end tenancy for cause, I dismissed this portion of the Tenant’s Application with leave to re-apply.

The Tenant explained that the Landlord had fixed the roof leak for which he was seeking repairs on his Application. Therefore, this portion of the Tenant's Application is now dismissed.

At the start of the hearing, I asked both parties whether they had an opportunity to settle the matter between them. The Landlord's agent indicated that he had tried to mutually agree to end the tenancy instead of pursuing the Notice but this conversation with the Tenant was unsuccessful; however, the Landlord was willing to offer the Tenant an extended period of time to vacate the rental suite.

The Tenant carefully considered the Landlord's proposal and the parties agreed to settle the Tenant's Application to cancel the notice to end tenancy for cause through a mutual agreement. This was confirmed again with the parties at the end of the hearing.

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 end the tenancy under the following terms:

1. The Landlord and Tenant agreed to end the tenancy on **July 31, 2014** at which point the Tenant will vacate the rental suite; this will allow the Tenant sufficient time to find suitable accommodation and make preparation to vacate the rental suite in light of his disabilities.
2. The Landlord is issued with an Order of Possession effective for this date which is enforceable **if** the Tenant fails to vacate the rental unit on the agreed date.
3. In light of the tenancy ending, the Tenant agreed that he will limit visitors to his rental suite which was the subject of the Landlord's notice to end tenancy, in the interests of preventing any further incidents from occurring in the interim time.

This agreement is fully binding on the parties. The Landlord and Tenant are cautioned that the rights and obligations for the return of the Tenant's security deposit at the end of the tenancy are still in effect.

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 July 31, 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.

The Tenant's Application for monetary compensation is dismissed with leave to re-apply.

In light of the above agreement and submissions made by the Tenant, the Tenant's Application for repairs to the rental suite is dismissed.

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 11, 2014

Residential Tenancy Branch

