



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, O

### Introduction & Background

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 1 Month Notice to End Tenancy for Cause (the “Notice”) and for ‘Other’ issues of which none were identified during the hearing.

The landlord named on the Application, who is also the building manager and an agent representing the company named on the Application, appeared for the first hearing. The mother of the Tenant appeared for the first hearing and at the start of the hearing requested an adjournment based on the fact that the tenant was currently in hospital and unable to attend the hearing. The landlord consented to the hearing being adjourned which was granted in accordance with Rule 6 of the Rules of Procedure.

The same parties for the first hearing appeared for the reconvened hearing. However, there was no appearance for the tenant during the 85 minute duration of the hearing, despite the tenant’s mother stating that he was supposed to appear for the hearing. The tenant’s mother decided to move forward with the proceedings as the tenant’s agent.

The hearing continued with the parties who were given the opportunity to present their evidence, make submissions to me and to cross examine the other party.

Both parties made a number of submissions and presented their evidence. However, during the conclusion of the hearing the parties decided to settle the Tenant’s Application through a mutual agreement to end the tenancy.

### Settlement Agreement

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 **August 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.
2. The Landlord's copy of this decision is accompanied with copies of an Order of Possession effective which is enforceable **if** the Tenant fails to vacate the rental unit on the agreed date.
3. If the Tenant is able to find more suitable accommodation in the interim time, the Tenant must end the tenancy in accordance with the *Residential Tenancy Act*.

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 August 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.

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 16, 2014

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Residential Tenancy Branch

