



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, O

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

The Landlord and Tenant appeared for the hearing and provided affirmed testimony as well as written evidence in advance of the hearing. The parties confirmed receipt of the Tenant’s Application and each other’s written evidence and no issues were raised in relation to the service of these documents by the parties.

At the start of the hearing, I confirmed that the Tenant had disputed the Notice within the time limits stipulated by Section 47(4) of the Act.

The Landlord presented evidence in relation to the reasons for serving the Notice to the Tenant.

The Tenant disputed the Landlord’s evidence but submitted that she was not happy in the tenancy and was looking to leave the rental suite at some point in the future.

As a result, the parties engaged in a discussion and decided that it was better to settle this matter through a mutual agreement to end the tenancy with conditions.

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.

The Landlord and Tenant both agreed to end the tenancy on **October 31, 2014** at which point the Tenant is required to vacate the rental suite, unless otherwise decided by the parties.

The Landlord is issued with an Order of Possession effective for this date. The Tenant is still obligated to pay rent for the duration of the tenancy on the first day of each month, as required by the written tenancy agreement.

The Landlord agreed that if the Tenant found another place to move to before October 31, 2014 he would allow the Tenant to vacate the rental suite earlier through a mutual agreement, without the Tenant having to necessarily give a full rental month's notice, in order to facilitate this agreement.

The Tenant is still obligated to pay for rent for the time she is in occupancy of the rental suite.

The rights and obligations of both parties in relation to the return of the security deposit paid, still applies at the end of the tenancy.

Conclusion

For the reasons set out above, I grant the Landlord an Order of Possession effective **at 1:00 pm on October 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 rental unit in accordance with the above agreement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 24, 2014

Residential Tenancy Branch

