



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 Tenants under the Residential Tenancy Act (the “Act”) to cancel a notice to end tenancy for cause.

The female Tenant and both Landlords appeared for the hearing; however only one of the Landlords and the Tenant provided affirmed testimony during the hearing. There were no issues raised in relation to the service of the Tenants’ Application, the Notice of Hearing documents and the Tenants’ written evidence in accordance with the Act and the Rules of Procedure. No written evidence was submitted by the Landlord prior to the hearing.

I also determined that the Tenant had applied to dispute the notice to end tenancy within the time limits stipulated by Section 47(4) of the Act.

After hearing the evidence and submissions made by both parties, I invited the parties to engage in a discussion about settling the issues associated with this tenancy. The parties agreed that it was in their best interest that this tenancy should end 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 as follows:

1. The Landlord and Tenant agreed to end the tenancy on **August 15, 2014** at which point the Tenant will vacate the rental property.
2. The Landlord is issued with an Order of Possession effective for this date.
3. The Tenant is still obligated to pay rent for the duration of the tenancy and the parties acknowledged that the Tenant will pay half month's rent on August 1, 2014 in the amount of \$325.00.

This agreement is fully binding on the parties.

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

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 15, 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 property 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 03, 2014

Residential Tenancy Branch

