



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PENTICTON KIWANIS HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MT

### 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”), and for more time to cancel the Notice.

An agent for the Landlord and the 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 under the *Residential Tenancy Act* (the “Act”).

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 and therefore there was no need for me to consider the Tenant’s Application for more time to cancel the Notice.

At the beginning of the hearing, I offered the Landlord and Tenant an opportunity to discuss the issues associated with this tenancy; the Landlord explained that he was seeking to end the tenancy as he was under an obligation by the building management to do so in the interests of the other residents of the building and did not want to re-instate the tenancy.

However, the Landlord was willing to work with the Tenant on an acceptable move out date that would give sufficient time for him to vacate the unit rather than having to force an Order of Possession on the Tenant which the Landlord was seeking in this hearing.

The Landlord and Tenant had a discussion around the date for ending the tenancy and decided that this was the best resolution in this case.

### 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's agent and Tenant both agreed to end the tenancy on **September 30, 2014** at which point the Tenant is required to vacate the rental suite, unless otherwise decided by the parties in writing.

The Landlord is issued with an Order of Possession effective for this date. The Tenant is still obligated to pay for rent for the time he is in occupancy of the rental suite and is still required to adhere to the acceptable and reasonable standards of conduct for the remainder of the tenancy.

The rights and obligations of both parties in relation to the return of the security deposit still apply 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 September 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 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 *Residential Tenancy Act*.

Dated: August 21, 2014

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Residential Tenancy Branch

