



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This was a hearing with respect to the tenant's application to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant and the landlord called into the conference and participated in the hearing. I also heard oral testimony from the tenant's witness.

### Issue(s) to be Decided

Should the Notice to End Tenancy dated June 16, 2014 be cancelled?

### Background and Evidence

The rental unit is a house on land in Chilliwack. The tenancy began in 2004. There is no written tenancy agreement. The rental agreement was made between the tenant and the former landlord, now deceased. The respondent and current landlord is the son of the original owner and is acting as the executor of his father's estate.

During the hearing I learned that there are arrears of rent in the approximate amount of \$1,000.00 and that the house is in disrepair. The landlord testified that the property insurance expired on September 1, 2014 and the insurer has refused to renew it because of the condition of the house and property. The tenant said at the hearing that he has performed work to clean up the property in response to the insurer's complaints, but he acknowledged that the house is in poor condition and may be uninsurable.

During the hearing the tenant advised that he is making arrangements to move out of the rental property on or before the end of September, 2014. The tenant proposed at the hearing that if the landlord paid him the sum of \$550.00 the tenant would be able to apply the money to rent for his new accommodation and be able to move out of the rental property by September 13, 2014. The landlord said that he was prepared to

accept the tenant's offer and would pay the tenant the sum of \$550.00 if the tenant provided confirmation from his new landlord that he has secured new accommodation and would fully move by September 13<sup>th</sup>.

At the hearing the tenant and the landlord exchanged contact information so that they could fulfill their agreement to end this tenancy amicably.

### Analysis and Conclusion

The landlord and the tenant agreed at the hearing that the tenancy will end, at the latest on September 30, 2014 and the tenant will move out by that date. The parties further agreed that the tenant will vacate by September 13, 2014 in exchange for a payment of \$550.00 from the landlord. This agreement is contingent upon the tenant providing confirmation satisfactory to the landlord that he will be in a position to move on September 13, 2014 before the landlord makes the said payment to the tenant.

The landlord and the tenant requested that I record their settlement in the form of a binding decision and order. So as to give effect to this settlement I grant the landlord an order for possession effective September 14, 2014, after service on the tenant. If the landlord pays and the tenant accept payment of the agreed sum of \$550.00, then the tenant shall fully vacate the rental property on or before September 14<sup>th</sup> and the landlord will be at liberty to enforce the order for possession. If the said payment is not made then the landlord will not act to enforce the order for possession before September 30, 2014. The order for possession may be registered in the Supreme Court and enforced as an order of that court.

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: September 05, 2014

---

Residential Tenancy Branch

