



# 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 Tenant to cancel a notice to end tenancy for cause issued to the Tenant on August 6, 2014.

The Tenant, the Landlord and the Co-landlord appeared for the hearing. No issues in relation to the service of the Notice of Hearing documents and the written evidence of both parties were raised. At the start of the hearing, I determined that the Tenant had applied to dispute the notice to end tenancy within the time limits stipulated by Section 47(4) of the *Residential Tenancy Act* (the “Act”).

Before the parties were invited to provide and present their evidence for this dispute, I offered the parties an opportunity to settle this matter through mutual agreement. The Tenant explained that he was not happy in this tenancy but was still seeking to continue the tenancy; however, the Tenant offered that in order to end the tenancy he would need sufficient time to vacate the rental suite.

The Landlord was requesting an Order of Possession and was confident that he could prove the notice to end the tenancy. However, after a discussion about the potential outcomes of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

### 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. Both parties agreed to end the tenancy under the following terms:

1. The parties agreed to end the tenancy on November 30, 2014 which gives the Tenant sufficient time to vacate the rental suite and find new accommodation.
2. The Tenant is allowed to vacate the rental suite at an earlier time if he is able to find suitable accommodation in the interim time period. The Landlord agreed that if the tenancy were to end earlier than November 30, 2014, the Landlord will prorate any rent already paid by the Tenant as an incentive for the Tenant to move out earlier. Vacating the suite requires the Tenant to remove all his belongings and give back to the Landlord vacant possession of the rental suite.
3. The Tenant is still responsible to pay rent for the month of November, 2014 if he does not vacate the rental unit before November 1, 2014.

In order to give effect to the above agreed conditions, the Landlord is issued with an Order of Possession which is dated effective November 30, 2014. This order may be enforced only if the Tenant fails to vacate the rental suite by the agreed date. Copies of these orders are attached to the Landlord's copy of this decision. This agreement is legally binding on the parties.

This hearing only dealt with the Tenant's Application to cancel the notice to end tenancy. The parties are still required to follow the provisions of the Act in relation to the return of the Tenant's security deposit 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 November 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 suite on this date and time.

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: October 17, 2014

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Residential Tenancy Branch

