



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOCKE PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants to cancel a notice to end tenancy for the Landlord’s use of the property, issued to the Tenants on August 12, 2014.

Both Tenants, an agent for the Landlord and the Property Manager 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 Tenants had applied to dispute the notice to end tenancy within the time limits stipulated by Section 49(8) 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 wanted to cancel the Notice because he felt that it was being served to them because they did not agree to a rent increase and they have sought to move but cannot find another rental suite that they can afford.

The Landlord who had provided extensive expert testimony and photographic evidence in support of the notice to end tenancy was willing to offer the Tenant another month to vacate the rental suite. In addition the Landlord offered the Tenants compensation that was still payable to them under the notice to end tenancy because the Tenants had paid rent for October, 2014 and not yet realised their compensation. 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 Tenants sufficient time to vacate the rental suite and find new accommodation.
2. The Tenants are allowed to vacate the rental suite at an earlier time if they are 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 the outstanding rent or compensation payable to the Tenants.
3. The Landlord agreed that the Tenants do not have to pay rent for November, 2014 in order to obtain their compensation payable under the Notice and as required by Section 51 of the Act.

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 Tenants fail 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.

The parties are still required to follow the provisions of the Act in relation to the return of the Tenants' 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.

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

Residential Tenancy Branch

