



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PIAHI DEVELOPMENTS INC.  
and [tenant name suppressed to protect privacy]

## **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 July 31, 2014.

The Tenant, the property owner 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 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”).

The hearing continued to hear the evidence of both parties in relation to the notice to end tenancy. The property owner and manager presented their evidence and provided submissions which the Tenant disputed and rebutted with his written evidence.

Once the parties had made their submissions and provided their evidence, I offered the parties an opportunity to resolve the matter through mutual agreement and resolution that would be acceptable to both parties. While neither party was willing to take responsibility for the issues in this tenancy, 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 settle the Tenant's Application in full under the following terms:

1. The parties agreed to end the tenancy on December 1, 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 December 1, 2014, the Landlord will prorate any rent already paid by the Tenant.
3. The Tenant is still responsible to pay rent for the month of November, 2014 if he seeks to move out by December 1, 2014.
4. The Landlord offered to pay the Tenant his moving costs to assist the Tenant due to his health issues. The Landlord agreed to limit this amount to \$200.00.

In order to give effect to the above agreed conditions, the Landlord is issued with an Order of Possession which is dated effective December 1, 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.

### 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 December 1, 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 08, 2014

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Residential Tenancy Branch

