



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SINGLA HOMES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord to end the tenancy early and to recover the filing fee.

An agent for the Landlord and the Tenant appeared for the hearing. The Tenant confirmed receipt of the Landlord's Application, the Notice of Hearing documents, and the Landlord's documentary evidence which was served prior to the hearing.

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 Landlord indicated that she intended to end the tenancy and the Tenant indicated that he would be agreeable to ending the tenancy if he were to be given a sufficient amount of time to vacate the rental unit over the holiday season.

The Tenant and Landlord's agent then engaged in a discussion about a date to end the tenancy that would allow the Tenant sufficient time to find alternative accommodation during the holiday period. The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute by agreeing to mutually end the tenancy.

Settlement Agreement

Pursuant to Section 63 of the *Residential Tenancy 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 **January 15, 2015** 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. If this occurs, the Landlord's agent agreed that the tenancy will be mutually ended to allow the Tenant to leave at the earliest opportunity.
3. At the end of the tenancy the Tenant is required to remove all his belongings and give back to the Landlord vacant possession of the rental suite which must be reasonably cleaned and undamaged.
4. The Tenant is still responsible to pay rent for the duration of the tenancy until it is ended in accordance with the Act.

In order to give effect to the agreed conditions, the Landlord is issued with an Order of Possession which is dated effective January 15, 2015. This order may be enforced **only** if the Tenant fails to vacate the rental suite by this agreed date. Copies of these orders are attached to the Landlord's copy of this decision. This agreement is legally binding. The parties are still required to follow the provisions of the *Residential Tenancy Act* in relation to the return of the Tenant's security deposit at the end of the tenancy.

The parties also indicated that a hearing had been scheduled on December 1, 2014 at 10:30 a.m. to hear the Tenant's Application to cancel a notice to end tenancy for cause. The parties agreed to cancel this hearing as the issues being addressed for this hearing were now moot as the tenancy was ending in accordance with this agreement. As a result, there is no requirement for the parties to appear for this hearing which is hereby cancelled.

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 January 15, 2015**. 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. As the parties agreed to end the tenancy through mutual consensus, the Landlord's Application for the recovery of the filing fee is dismissed.

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: November 19, 2014

Residential Tenancy Branch

