



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, OLC, PSF, AAT

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the following issues:

- To cancel a Notice to End Tenancy for Landlord’s Use of Property (the “Notice”);
- For money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement;
- For the Landlord to provide services or facilities required by law;
- For the Landlord to comply with the Act, regulation or tenancy agreement; and
- Allow access to the unit for the Tenant.

The Landlord, the Landlord’s daughter and the Tenant all appeared for the hearing and provided affirmed testimony. Only the Tenant provided written and digital evidence in advance of the hearing. However, the Notice was not provided in written evidence but the parties agreed during the hearing that the contents and format of the Notice was in compliance with the Act.

No issues in relation to the service of documents under the Act were raised by the parties. The Tenant and the landlord’s agent appeared for the hearing and no issues with regards to the service of documents under the Act were raised by any of the parties at the start of the hearing.

At the start of the hearing, I offered the parties an opportunity to settle this matter through mutual agreement. The parties agreed that this tenancy should end mutually.

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.

The Landlord and Tenant agreed to end the tenancy on **March 31, 2015** at which point the Tenant is required to vacate the rental suite. The Landlord is issued with an Order of Possession effective for this date. However, the parties may agree **in writing** to mutually end the tenancy early than the agreed date.

The Tenant confirmed that he had already received his monetary compensation payable under Notice in the amount of \$400.00 on December 1, 2014. However, the Tenant is still liable to pay rent for the duration of the tenancy in accordance with the Act.

The Landlord provided the Tenant with the wireless passcode for internet services during the hearing and the Tenant confirmed that it was operational.

The Tenant agreed to withdraw the remainder of his Application. However, the Tenant is still at liberty to make an Application for issues that may arise in the remainder of this tenancy until it ends in accordance with this agreement. The parties committed to ensure the remainder of this tenancy continues without any further issues or incidents.

The rights and obligations of both parties in relation to the return of the security deposit still apply at the end of the tenancy.

Conclusion

For the reasons set out above, I grant the Landlord an Order of Possession effective **at 1:00 pm on March 31, 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 unit in accordance with the above agreement. The Tenant's Application 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: December 08, 2014

Residential Tenancy Branch

