



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

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 1 Month Notice to End Tenancy for Cause (the “Notice”) and to recover the filing fee from the Landlord for the cost of making this Application.

An agent for the Landlord, the Landlord, and the Tenant appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant’s Application which was served personally to the Landlord in accordance with Section 89(1) (a) of the *Residential Tenancy Act* (the “Act”).

The Tenant confirmed receipt of the Notice dated December 22, 2014 and disputed the Notice by making an Application on December 29, 2014. As a result, I determined that the Tenant had applied to dispute the Notice within the time limits stipulated by Section 47(4) of the Act. I also determined that the contents of the approved Notice, which was provided in written evidence, complied with the requirements of Section 52 of the Act. The Notice shows an effective vacancy date of January 31, 2015.

The Landlord’s agent provided some initial testimony and submissions regarding the reasons for serving the Notice which sought to end the tenancy because the Tenant allegedly had sublet the rental suite without obtaining the Landlord’s **written** consent.

When the Tenant was invited to respond to the Landlord’s agent’s testimony, he explained that while he disputed the reason for ending the tenancy because he had verbal consent from the Landlord to sublet it, he intended to move out on the effective vacancy date of the Notice. The Tenant requested the Landlord an additional two days to move out of the rental suite and the Landlord agreed to this proposal through mutual agreement.

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 **February 2, 2015** which gives the Tenant sufficient time to vacate the rental suite and find new accommodation.
2. 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 clean and undamaged in accordance with the Act.
3. The Tenant is still responsible to pay rent for the time he occupies the rental unit.
4. The Tenant was agreeable to the Landlord being issued with an Order of Possession which is dated effective February 2, 2015. 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 Landlords' copy of this decision.

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 February 2, 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 Tenant agreed to end the tenancy through mutual consensus, the Tenant'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: January 20, 2015

Residential Tenancy Branch

