



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR

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 “1 Month Notice”); and a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”).

Both parties appeared for the hearing and provided affirmed testimony. The Tenant provided a copy of the first pages of both notices to end tenancy into written evidence prior to the hearing. The Landlord provided no documentary evidence prior to the hearing.

The Landlord confirmed that the Tenant had been served with both notices to end the tenancy on January 1, 2015 by personal service. The Tenant confirmed receipt of both notices to end tenancy on January 1, 2015 but submitted that the Landlord had served the 10 Day Notice prematurely. However, the Tenant testified that she had not paid January, 2015 rent because the Landlord had failed to pick it up from her.

The Tenant explained that she was not happy in this tenancy and was planning to move out of the rental suite by the end of February, 2015. The Landlord was asked whether the parties were willing to mutually agree to end the tenancy on this date.

The parties engaged into a brief discussion, turned their minds to compromise and agreed to mutually end the tenancy.

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 parties agreed to end the tenancy on **February 28, 2015** which gives the Tenant sufficient time to vacate the rental suite and find new accommodation.

The Landlord is issued with an Order of Possession which is dated effective February 28, 2015 at 1:00 p.m. This order may be enforced **only** if the Tenant fails to vacate the rental suite by the agreed date. Copies of this order are attached to the Landlords' copy of this decision.

The Tenant is still responsible to pay rent under the tenancy agreement. The Tenant agreed that she would pay outstanding rent for January, 2015 to the Landlord by January 28, 2015 and would pay rent for February, 2015 in accordance with their tenancy agreement.

If the Tenant fails to pay rent to the Landlord for January or February 2015, the Landlord is at liberty to issue the Tenant with another notice to end tenancy in accordance with the Act.

Conclusion

The Landlord and Tenant mutually agreed to end the tenancy effective **at 1:00 pm on February 28, 2015**. The Landlord is granted an Order of Possession effective for this date to enforce this mutual agreement.

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 27, 2015

Residential Tenancy Branch

