



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 43 HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in relation to the tenant's application to cancel a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

Both the tenant and the landlords appeared. The landlord society was represented by its agents who are employees of the landlord society.

The landlords appeared at the hearing at the scheduled time and did not contest service of the tenant's application.

The 1 Month Notice was served 20 January 2015 by posting the notice to the tenant's door. I was provided with a proof of service document by the landlords that set out these details. On the basis of this evidence, I find that the tenant was served with the 1 Month Notice pursuant to section 88 of the Act.

At the beginning of the hearing, the agents indicated that the tenant intended to vacate the rental unit the following day. The tenant stated that he was now unable to vacate by that date. The agents proposed a mutual end to tenancy on or before one o'clock in the afternoon on 6 March 2015. The tenant accepted this.

Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlords agreed to withdraw the 1 Month Notice.
3. Both parties agreed that this tenancy will end on or before one o'clock in the afternoon on 6 March 2015, by which time the tenant agreed to provide possession of the rental unit to the landlords.

The parties stated that they understood the terms of this agreement and agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn. The landlords' 1 Month Notice is cancelled.

The attached order of possession is to be used by the landlords if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlords should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: March 03, 2015

Residential Tenancy Branch

