Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE BC CONFERENCE OF MENNONITE BRETHREN CHURCHES
OPERATING AS GARDOM LAKE BIBLE CAMP AND RETREAT CENTRE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   CNE

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenants to cancel a 1 Month Notice to End Tenancy for Cause (the "Notice") because the Tenant's employment had been ended with the Landlord.

An agent for the Landlord and both Tenants appeared for the hearing and provided affirmed testimony. Legal counsel for the Landlord also appeared for the hearing and only made submissions. No issues were raised by the parties in relation to the service of the Tenant's Application and the parties' documentary evidence prior to the hearing. At the start of the hearing, I determined that the Tenants had applied to dispute the Notice within the ten day time limit stipulated by Section 47(4) of the *Residential Tenancy Act* (the "Act") and the Rules of procedure.

Both parties presented evidence and made submissions in relation to the background of this tenancy and how the Notice came to be served to the Tenants. The Tenants indicated during the hearing that they were looking for another place to move to but were having difficulties securing appropriate residence. Therefore, I offered the parties an opportunity to settle this matter through mutual agreement. The parties had a discussion about a date to end the tenancy that would allow the Tenants sufficient time to find alternative accommodation. The parties discussed the other 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 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 **May 31, 2015** which gives the Tenants sufficient time to vacate the rental suite and find new accommodation.
2. The Tenants are allowed to vacate the rental suite at an earlier time if they are able to find suitable accommodation in the interim time period. If this occurs, the Tenants must provide the Landlord written notice of the date the tenancy is to be ended earlier; the Landlord's agent agreed that the tenancy will be mutually ended to allow the Tenants to leave at the earliest opportunity.
3. The Tenants are still responsible to pay rent for the duration of the time they continue to occupy the rental unit.
4. The Tenants agreed that they will limit their activities to their rental suite and will not unreasonably interfere with or interrupt the daily operations of the centre.

In order to give effect to the agreed conditions, the Landlord is issued with an Order of Possession which is dated effective May 31, 2015. This order may be enforced **only** if the Tenants fail to vacate the rental suite by the agreed date. Copies of this order are attached to the Landlord's copy of this decision and may be enforced in the Supreme Court of British Columbia as an order of that court. This agreement is legally binding and does not affect the parties' rights to other remedies under the Act.

Conclusion

The parties agreed to end the tenancy through mutual consensus. The Landlord is granted an Order of Possession to enforce this agreement. As the Tenants agreed to end the tenancy, the Tenants' 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: April 16, 2015

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Residential Tenancy Branch