



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

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 notice to end tenancy for cause issued on April 20, 2015.

The Tenant and Landlord appeared for the hearing and both parties provided affirmed testimony and documentary evidence prior to the hearing. No issues in relation to the service of documents and evidence were raised by the parties. At the start of the hearing, I determined that the Tenant had applied to dispute the notice to end tenancy within the time limits stipulated by Section 47(4) of the *Residential Tenancy Act* (the “Act”).

The hearing continued to hear the evidence and submissions of both parties in relation to the notice to end tenancy. Once the parties had made their initial presentation of their evidence, I offered the parties an opportunity to resolve the matter through mutual agreement. The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

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 settle the Tenant’s Application in full under the following terms:

1. The parties agreed to end the tenancy on **July 31, 2015** which gives the Tenant sufficient time to vacate the rental suite and find new accommodation.
2. The Tenant is allowed to vacate the rental suite at an earlier time if she is able to secure suitable accommodation in the interim time period for June 1, 2015. The

Landlord agreed that if the tenancy were to end earlier than July 31, 2015, the Landlord will mutually agree to end the tenancy earlier.

3. The Landlord agreed to pay the Tenant \$1,250.00 in monetary compensation for ending the tenancy. This relief is to be obtained by the Tenant in one of two ways: If the Tenant remains in the tenancy for July 2015, the Tenant can withhold rent (\$1,250.00) for July 2015 to satisfy the compensation payable; If the Tenant moves out before July 2015, then the Landlord must pay to the Tenant \$1,250.00 thereafter.

To give effect to this agreement, I have issued the Landlord with an Order of Possession which is effective July 31, 2015. This order may be enforced in the Supreme Court of British Columbia only if the Tenant fails to vacate the rental suite by the agreed date. Copies of this order are attached to the Landlord's copy of this decision.

In the event, the Tenant moves out of the rental unit before June 1, 2015 and the Landlord fails to provide the Tenant with the agreed compensation, the Tenant is issued with a Monetary Order in the amount of \$1,250.00. This order is enforceable in the Small Claims Court as an order of that court. Copies of the order are attached to the Tenant's copy of this decision. If enforcement is required, the Tenant should serve a copy of this decision along with the Monetary Order

This agreement is legally binding on the parties. This file is now closed.

Conclusion

The Landlord and Tenant agreed to end the tenancy on July 31, 2015. The Landlord agreed to pay the Tenant compensation in the amount of \$1,250.00.

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: June 04, 2015

Residential Tenancy Branch

