



Dispute Resolution Services

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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 1 Month Notice to End Tenancy for Cause (the “Notice”).

The Landlord appeared for the hearing. The mother of the Tenant appeared for the hearing and explained that the Tenant was due to also be dialing in. However, there was no appearance for the Tenant. I allowed the Tenant’s agent to leave the hearing in order to contact the Tenant for him to dial in. However, the Landlord’s agent came back on the line at 11:10 a.m. and informed me that she would be proceeding with the hearing as the Tenant’s agent and that she had the authority to make decisions on the Tenant’s behalf because she had Power of Attorney for him as provided into evidence.

At the start of the hearing, I asked the Tenant’s agent whether the Tenant was still occupying the suite. The Tenant’s agent indicated that the Tenant was planning on moving out of the rental suite but just needed more time. I asked the Landlord whether she was willing to mutually agree to end the tenancy in order to allow the Tenant time to vacate the rental unit instead of having to prove the Notice.

As a result, the parties had a small conversation, turned their minds to compromise and agreed that this tenancy should end through mutual agreement as the best resolution to this tenancy.

Analysis & Conclusion

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 Landlord and Tenant both agreed to end the tenancy on **July 31, 2015** at which point the Tenant is required to vacate the rental suite. In order to give effect to this agreement, the Landlord is issued with an Order of Possession effective for this date. 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 unit in accordance with the above agreement.

The parties were asked to confirm their agreement to settlement in this manner and that this agreement was being reached by them voluntarily, which they did.

Both parties were cautioned that the Tenant was still required to pay rent for July 2015 despite this agreement and that it did not affect the Landlord's remedies under the Act for other breaches of the tenancy. This agreement also does not affect the parties' rights and obligations in relation to the return of the security deposit at the end of the tenancy.

Conclusion

The Landlord and Tenant mutually agreed to end the tenancy **at 1:00 pm on July 31, 2015**. The Landlord is issued with an Order of Possession to enforce this 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: July 06, 2015

Residential Tenancy Branch

