



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, MT

### 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”), and for more time to cancel the Notice.

Both parties appeared for the hearing and provided affirmed testimony. The Landlord provided documentary evidence prior to the hearing. No issues were raised in relation to the service of documents and evidence pursuant to the *Residential Tenancy Act* (the “Act”) and the Rules of Procedure.

At the start of the hearing, I confirmed that the Tenant had disputed the Notice within the ten day time limit stipulated by Section 47(4) of the Act. Therefore there was no need for me to consider the Tenant’s Application for more time to cancel the Notice.

After hearing the opening arguments of both parties, there was an indication by the parties that they were willing to end the tenancy by mutual agreement.

### 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 agreed to the Tenant’s proposal to end the tenancy on **August 31, 2015** at which point the Tenant is required to vacate the rental suite, unless otherwise decided by the parties in writing. The Landlord is issued with an Order of Possession effective for this date. The Tenant is still obligated to pay rent for the time she is in possession or control of the rental suite and is still required to adhere to the acceptable and reasonable standards of conduct for the remainder of the tenancy.

The Tenant is responsible for returning the rental unit back to the Landlord in a vacant state, undamaged, and reasonably clean pursuant to the Act. The rights and obligations of both parties in relation to the return of the security deposit still apply at the end of the tenancy.

Conclusion

The parties agreed to mutually end the tenancy on August 31, 2015. The Landlord is granted an Order of Possession to enforce this agreement if the Tenant fails to vacate voluntarily in accordance with the above 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 22, 2015

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Residential Tenancy Branch

