



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

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 “1 Month Notice”) and to recover the filing fee.

The Tenant appeared for the hearing with a translator who assisted the Tenant during the hearing. The Landlord also appeared for the hearing. The Landlord confirmed receipt of the Tenant’s Application by registered mail.

Although there appeared to be documentary evidence provided by the Tenant prior to this hearing, the Tenant testified that he had not submitted any documentary evidence for this hearing or to the Landlord; the Landlord confirmed that she had not received any evidence from the Tenant prior to the hearing. Therefore, the parties were informed that any evidence from the Tenant would not be considered in this hearing.

The parties had a long discussion about when rent payments had been made during this tenancy to date. During this discussion, the Tenant indicated that he had been served with a 2 Month Notice to End Tenancy for Landlord’s Use of the Property (the “2 Month Notice”) on July 18, 2015. The Tenant indicated that he had accepted the 2 Month Notice and intended to move out by the vacancy date of September 30, 2015.

The Landlord confirmed that the 2 Month Notice had been served to the Tenant and that she was willing to end the tenancy on the vacancy date of the 2 Month Notice provided she was issued with an Order of Possession.

As a result, I offered the parties an opportunity to engage in a discussion about mutually agreeing to end the tenancy. The parties engaged into a conversation, turned their minds to compromise and agreed to end the tenancy on mutual terms.

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 parties agreed to end the tenancy on **September 30, 2015** pursuant to the 2 Month Notice. The parties agreed to withdraw the 1 Month Notice which was going to be determined in this hearing. The Landlord agreed that the Tenant may deduct \$50.00 for the filing fee from August 2015 rent.

The parties agreed that the rent for August 2015 was outstanding. The parties agreed that the Tenant will pay rent for August 2015 in the amount of \$1,050.00 (\$1,100.00 for rent, minus the \$50.00 filing fee). The parties agreed that the Tenant will pay this to the Landlord in the form of a bank draft to be provided to the Landlord at her address on the Tenant's Application between 4:15 p.m. and 4:45 p.m. on the date of this hearing (August 6, 2015). If the Landlord fails to appear to receive this payment, the Tenant must register mail the payment to the Landlord's address to ensure that he meets his obligation to pay rent under the tenancy agreement.

The Tenant may still achieve his relief under the 2 Month Notice by withholding rent for September 2015, being the last month of the tenancy. The Landlord is issued with an Order of Possession effective for 1:00 p.m. on September 30, 2015. 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 on this date.

This agreement does not stop the Landlord from ending the tenancy earlier using remedies for other breaches of the Act, such as nonpayment of rent or an early end to the tenancy. This agreement is fully binding on the parties.

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: August 06, 2015

Residential Tenancy Branch

