



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 on July 6, 2015 to cancel a notice to end tenancy for cause which was issued to the Tenant on June 30, 2015.

The Tenant and the son of the Landlord (the “Landlord’s agent”) appeared for the hearing and provided affirmed testimony. The Landlord’s agent confirmed receipt of the Tenant’s Application. The Tenant provided a copy of the notice to end tenancy into evidence.

The Landlord’s agent confirmed that he had submitted two pages of documentary evidence prior to the hearing. However, a copy of this had not been served to the Tenant prior to the hearing in accordance with the Rules of Procedure. Therefore, as the evidence was not before the Tenant in accordance with Rule 3.15 of the Rules of Procedure, I declined to consider this evidence during the hearing.

At the start of the hearing, the Tenant indicated that he was in the process of seeking assistance from a third party organisation to help him move out of the rental unit. The Tenant also confirmed that he was working with the Landlord and his wife to ensure that the tenancy was continuing without any further issues or disturbances. The Landlord’s agent confirmed that the Tenant had been in contact with his mother and they had discussed the efforts being made by the Tenant to move out of the rental unit.

The Tenant indicated that he needed approximately three months to find a new place to rent and vacate the rental unit as he had pets and a disability. The Landlord’s agent spoke to the Landlord by phone and he was agreeable to withdrawing the notice to end tenancy dated June 30, 2015 and agreeing to end the tenancy on November 30, 2015. This was on the understanding that no further incidents of disturbance by the Tenant would occur for the remaining duration of 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 settle the Tenant's Application in full under the following terms:

1. The Landlord agreed to withdraw the notice to end tenancy for cause dated June 30, 2015.
2. The Tenant must vacate the rental unit by November 30, 2015 unless agreed otherwise by the parties in writing.
3. The Tenant is allowed to vacate the rental suite at an earlier time if he is able to find suitable accommodation in the interim time period. The Tenant must provide written notice to the Landlord detailing the date the tenancy is to end earlier.
4. The Tenant is still responsible to pay rent for the time he occupies the rental unit.

In order to give effect to the above agreed conditions, the Landlord is issued with an Order of Possession which is effective at 1:00 p.m. on November 30, 2015. This order may be enforced 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. This agreement is legally binding on the parties. However, this agreement does not affect the parties entitlement to end the tenancy earlier through remedies under the Act.

Conclusion

The Landlord withdrew the notice to end tenancy for cause. The parties mutually agreed to end the tenancy on September 30, 2015. This file is now closed.

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: September 03, 2015

Residential Tenancy Branch

