



# Dispute Resolution Services

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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 on July 17, 2015 to cancel a notice to end tenancy for cause (the “Notice”) which was issued to the Tenant on July 14, 2015. The Tenant also applied to recover the filing fee.

The Tenant and the son of the Landlord (the “Landlord’s agent”) appeared for the hearing and provided affirmed testimony. The Tenant dialed six minutes late into the hearing as he was having difficulties connecting to the conference call; on his appearance, the details discussed with the Landlord’s agent were recapped and reviewed with the Tenant.

The Landlord’s agent confirmed receipt of the Tenant’s Application. The Tenant provided a copy of the Notice into evidence. I also confirmed that the Tenant had applied to dispute the Notice within the 10 day time limit stipulated by Section 47(4) of the *Residential Tenancy Act* (the “Act”).

At the start of the hearing, I offered the parties a chance to settle this matter through mutual agreement before I heard any evidence from the parties.

The Tenant and the Landlord’s agent engaged into a lengthy discussion about the reasons and the history of the Notice. The parties then turned their mind to compromise and reached a mutual agreement to end 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 dated July 14, 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 without penalty 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.

The parties confirmed the voluntary nature of this agreement both during and at the conclusion of the hearing. However, this agreement does not affect the parties' entitlement to end the tenancy earlier through remedies under the Act, such as nonpayment of rent.

As there was compromise by both parties to mutually agree to end the tenancy, I find that the \$50.00 claim for the filing fee should be halved. Therefore, I allow the Tenant to reduce his next installment of rent in the amount of \$25.00 to achieve this relief.

### Conclusion

The Landlord withdrew the notice to end tenancy for cause. The parties mutually agreed to end the tenancy on November 30, 2015. The Tenant is awarded half the filing fee.

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 21, 2015

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Residential Tenancy Branch

