



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PAVENHAM DEVELOPMENTS CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC, LAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- authorization to change the locks to the rental unit pursuant to section 70;

Both parties attended the hearing by conference call and gave affirmed testimony. The landlord confirmed receipt of the tenant's notice of hearing package and submitted documentary evidence. The landlord confirmed that no documentary evidence was submitted by the landlord. I accept the undisputed affirmed testimony of both parties and find that the both parties have been properly served under sections 88 and 89 and deemed to have received the above noted documents under section 90 of the Act.

Issue(s) to be Decided

Is the tenant entitled to an order allowing more time to make an application to cancel the 1 Month Notice?

If so, is the tenant entitled to an order cancelling the 1 Month Notice?

If so, is the tenant entitled to an order to change the locks to the rental unit?

Background and Evidence

Both parties confirmed that the landlord served the tenant with a 1 Month Notice dated July 31, 2015 in person on the same date. The 1 Month Notice displays an effective end of tenancy date of August 31, 2015.

In the course of the hearing, the landlord proposed a settlement to resolve this dispute. A settlement was reached to mutually end this tenancy to the tenant's satisfaction to withdraw her application for dispute.

Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw her application.
2. The landlord agreed to withdraw the 1 Month Notice dated July 31, 2015.
3. Both parties agreed to mutually end the tenancy on March 31, 2016 at or before 1:00pm, or sooner if the tenant is able to locate new rental premises.
 - a. The landlord shall receive an order of possession to be effective no earlier than March 31, 2016 at 1:00 pm.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenants' application is withdrawn. The landlord's 1 Month Notice is cancelled

Both parties agreed to mutually end the tenancy on March 31, 2016 at or before 1:00pm or sooner.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

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: November 26, 2015

Residential Tenancy Branch

