



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LI-CAR MANAGEMENT GROUP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            CNC

### Introduction

This hearing was scheduled to hear a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Preliminary and Procedural Matters

The tenant's application was amended to name the landlord as identified on the Notice to End Tenancy, with consent. In filing the application two co-tenants were identified; however, I determined that there was only one tenant under the tenancy agreement and that his spouse is identified as an occupant on the tenancy agreement. I amended the application to correctly identify that only one applicant has standing as a tenant.

Service of evidence was confirmed upon both parties except the landlord stated that a letter purportedly written by another resident of the building and submitted to the Residential Tenancy Branch was not served upon the landlord. I explored this matter further and after speaking with the landlord's secretary and the tenant I was unsatisfied that the letter was served upon the landlord. Accordingly, I did not admit the letter into evidence; however, informed the tenant that the author of the letter could be called as a witness. The tenant's spouse responded by stating that the witness was unavailable to testify. I informed the tenant that I would permit it to be read into evidence during the hearing but that I would apply appropriate weight to reflect it was not served upon the landlord and the author was not available to verify its content. The tenant's spouse read from a letter during the hearing but I noted that what she read was very different from the letter that had been submitted to the Branch.

After hearing from both parties and a witness the parties reached a mutual agreement to end the tenancy during the hearing. I have recorded the agreement by way of this decision and the Order of Possession that accompanies it.

### Issue(s) to be Decided

What are the terms of the mutual agreement reached by the parties during the hearing?

### Background and Evidence

The parties mutually agreed upon the following terms during the hearing in resolution of their dispute:

1. The tenancy will end on December 31, 2015 at which time the tenant will return vacant possession of the rental unit to the landlord.
2. The tenant remains obligated to pay rent for December 2015.
3. The tenant, or any persons permitted on the property by the tenant, shall not unreasonably disturb or significantly interfere with another occupant or the landlord during the remainder of the tenancy.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching an agreement during the hearing in resolution of their dispute and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on December 31, 2015 to serve and enforce if necessary.

### Conclusion

The parties reached a mutual agreement in resolution of their dispute during the hearing that I have recorded by way of this decision and the Order of Possession that accompanies it. The landlord is provided an Order of Possession that is effective at 1:00 p.m. on December 31, 2015.

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 25, 2015

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Residential Tenancy Branch

