



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

These hearings were convened by 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 “Notice”) dated July 17, 2015.

The Tenant appeared for both hearings and provided affirmed testimony. The Landlord also appeared for the both hearings with her legal counsel. Also in attendance for both hearings was the Strata President for the complex of homes in which the dispute rental unit was located in, as well as the Strata President’s legal counsel.

Legal counsel for the Landlord explained that the Strata President and her legal counsel were in attendance to provide evidence and submissions pertaining to their oral request for an Order Possession. In the original hearing, the Landlord and Strata President provided affirmed testimony and both legal counsels made submissions and presented evidence on behalf of the Landlord’s request for an Order of Possession. In the reconvened hearing, only the Tenant provided affirmed testimony.

In the original hearing, legal counsel for the Landlord confirmed receipt of the Tenant’s Application to dispute the Notice as well as the Tenant’s documentary evidence. The Tenant confirmed receipt of the Landlord’s documentary evidence. I noted that the Landlord in this case was the mother of the Tenant.

The original hearing was adjourned because the time limit set for that hearing had been reached before the Tenant completed giving his testimony and presenting his evidence. In that hearing the Tenant had provided testimony and evidence over a one hour period. During the reconvened hearing, the Tenant provided testimony and made submission during the course of two hours. After this time, I allowed the parties an opportunity to break briefly.

When the parties returned, I allowed the Landlord an opportunity to respond to the Tenant's testimony as the Tenant had already provided evidence over the course of two hours. Legal counsel for the Landlord explained that the Landlord was struggling to hear the Tenant, her son, having to fight the Notice but stated that the tenancy had to end because she could no longer deal with the overwhelming complaints of disturbance from other residents in the building complex.

The Tenant explained that he if were to be evicted, he would be homeless and stated that he was willing to work with his mother on finding a new place to move to. As a result, I allowed the parties an opportunity to obtain resolution in this matter by way of mutual agreement.

Both parties took some time to consider their options. The Tenant asked me whether I had been satisfied that there was enough evidence to uphold the Notice. I informed the Tenant that I was unable to answer this question. However, I informed the Tenant that I did have authority under Section 63 of the *Residential Tenancy Act* to assist the parties in settling their dispute.

The parties engaged into a lengthy discussion, turned their minds to compromise, and reached a settlement agreement to end this tenancy as follows:

#### Settlement Agreement

Pursuant to Section 63 of the Act, 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 mutually agreed to end the tenancy on February 29, 2016 at 1:00 p.m. The Landlord is issued with an Order of Possession which is effective for this date and time. This order maybe enforced through the Supreme Court of British Columbia as an order of that court if the Tenant fails to vacate the rental unit on this date and time. Copies of this order are attached to the Landlord's copy of this decision.

In the interim time period the Tenant and the Landlord agreed to work together to ensure alternative accommodation for the Tenant. The Tenant acknowledged that he is to play an active role with his mother and other agencies to secure alternative accommodation. However, how the parties would work together on this matter was not subject to this agreement and the parties understood that in any case the tenancy would end as above and was not contingent on the Tenant securing another place to live in.

I informed the parties that rent is still payable under this tenancy unless otherwise agreed to by the parties in writing. The parties were also informed that they are still able to pursue remedies under the Act to end the tenancy earlier than this date if there are breaches of the Act, such as nonpayment of rent. The parties were also cautioned that since there is only a small but significant amount of time left in this tenancy, both parties should work together to ensure the successful and uneventful duration of the remaining tenancy. The parties confirmed their understanding of resolution in this manner. The parties were asked whether they had any questions at the end of the hearing and none were asked.

### Conclusion

The parties mutually agreed to end this tenancy on February 29, 2016. The Landlord is issued with an Order of Possession for this date.

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: December 16, 2015

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Residential Tenancy Branch

