



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

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 March 18, 2016 to cancel a 1 Month Notice to End Tenancy for Cause (the "Notice").

The Tenant and two agents for the company Landlord appeared for the hearing and provided affirmed testimony. Both parties also submitted documentary evidence prior to the hearing. The Landlords' agents confirmed receipt of the Tenant's Application.

I also noted that the Landlords had provided digital evidence on a USB stick which they confirmed did not relate to this file. The Landlord also provided written submissions which were submitted late for this hearing because they were based on an incident which occurred after the time limit to submit evidence had expired. As a result, I allowed the parties to refer to this evidence in oral testimony during the hearing.

At the start of the hearing, I determined that the Notice complied with Section 52 of the *Residential Tenancy Act* (the "Act") and that it had been served to the Tenant personally pursuant to Section 88(a) of the Act.

The Tenant confirmed receipt of the Notice on March 18, 2016. Therefore, I determined that the Tenant had disputed the Notice within the ten day time limit stipulated by Section 47(4) of the Act. The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided. After the parties had finished their evidence presentations, the Landlords' agents indicated that they would be willing to mutually agree to end the tenancy with the Tenant. The parties engaged into a discussion regarding the Notice, and decided that mutual resolution in this matter was the best course of action.

Analysis & Conclusion

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.

The parties agreed to end the tenancy at **1:00 p.m. on May 31, 2016** at which point the Tenant will vacate the rental property. The Landlord is issued with an Order of Possession effective for this date. This order may be filed and enforced in the BC Supreme Court as an order of that court if the Tenant fails to vacate the rental unit in accordance with the above agreement.

The Tenant is still obligated to pay rent for the duration of the tenancy on the first day of each month and may vacate the rental unit earlier with written notice to the Landlord of the departure date. This agreement does not stop the Landlord from ending the tenancy earlier using remedies for other breaches of the Act, such as nonpayment of rent.

The parties confirmed their voluntary agreement to resolution in this manner both during and at the end of the hearing. This agreement is fully binding on the parties. 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: April 28, 2016

Residential Tenancy Branch