



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JABS CONSTRUCTION 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 to cancel a 1 Month Notice to End Tenancy for Cause (the “Notice”) issued to the Tenant on March 17, 2016.

An agent for the Landlord, the property manager, and the Tenant appeared for the hearing. Only the Landlord’s agent and the Tenant provided affirmed testimony. Before the parties were invited to provide and present their evidence for this dispute, I asked the Tenant whether she was still residing in the rental unit. The Tenant stated that she was but that she was going to be moving out at the end of May 2016.

As a result, I offered the parties an opportunity to settle this matter through mutual agreement. The Landlord’s agent confirmed that he was in agreement for the tenancy to end on May 31, 2016 at 1:00 p.m. provided he was issued with an Order of Possession for this date and time. The Tenant was in agreement to this date and time. The parties agreed to the withdrawal of the Notice and the Tenant withdrew her Application to cancel the Notice.

The Landlord explained that the Tenant was in rental arrears for the months of April and May 2016 and that he had made an Application for a Monetary Order which is to be heard on May 26, 2016 at 1:30 p.m., the file number for which appears on the front page of this decision. The Tenant acknowledged that she was in rental arrears but stated that she had not been served notice of that hearing by the Landlord. The Landlord’s agent stated that he had served it by registered mail and it was waiting for the Tenant to pick it up. The Tenant was informed that she should pick up this mail as a party cannot avoid service by neglecting or failing to pick up mail. The Landlord explained that pursuant to the agreement to end tenancy he was now going to take steps to mitigate rental loss for June 2016 by advertising the rental unit for that period.

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 end the tenancy under the following terms:

1. The parties agreed to end the tenancy on **May 31, 2016 at 1:00 p.m.**
2. At the end of the tenancy the Tenant is required to remove all her belongings and give back to the Landlord vacant possession of the rental suite which must be reasonably cleaned and undamaged.
3. The Landlord is issued with an Order of Possession which may be enforced **only** if the Tenant fails to vacate the rental suite by the agreed date and time. Copies of these orders are attached to the Landlord's copy of this decision.
4. The parties withdrew the Notice and the Tenant withdrew her Application.

This agreement is legally binding. The parties confirmed their voluntary agreement and understanding of resolution in this matter both during and at the conclusion of the hearing. This file is now closed. The parties are still required to appear for the May 26, 2016 hearing.

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: May 05, 2016

Residential Tenancy Branch