



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on May 5, 2016 to cancel a notice to end tenancy for the Landlord’s use of the property, issued to the Tenant on April 25, 2016.

The Landlord, the Tenant, and the building manager appeared for the hearing and provided affirmed testimony. The only documentary evidence provided prior to this hearing was a copy of the notice to end tenancy which was submitted by the Tenant with the Application. The Landlord confirmed receipt of the Tenant’s Application by registered mail.

At the start of the hearing, I determined that the Tenant had applied to dispute the notice to end tenancy within the 15 day time limit stipulated by Section 49(8) of the *Residential Tenancy Act* (the “Act”). Before the parties were invited to provide and present their oral evidence for this dispute, I offered the parties an opportunity to settle this matter through mutual agreement. The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

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 at 6:00 p.m. on August 31, 2016 which gives the Tenant sufficient time to vacate the rental suite.
2. The Landlord allowed the Tenant to vacate the rental suite earlier than the agreed date of August 31, 2016 providing the Tenant give the Landlord prior written notice of her exact move out date.

3. The Tenant is not required to give a specific notice period if the tenancy is to end earlier.
4. Although the parties agreed to end the tenancy mutually, the Landlord agreed to still provide the Tenant with the compensation payable under the notice to end tenancy and pursuant to Section 51 of the Act.
5. The Tenant may obtain this relief by withholding rent for the last month of the tenancy if she intends to stay until August 31, 2016 or having it paid by the Landlord after the tenancy ends.
6. The Tenant is still required to pay rent for the time period she occupies the rental unit minus the compensation payable to her.

In order to give effect to the above agreed conditions, the Landlord is issued with an Order of Possession which is dated effective August 31, 2016. This order may be enforced only if the Tenant fails to vacate the rental suite by the agreed date. Copies of this order are attached to the Landlord's copy of this decision. This agreement is legally binding on the parties. The parties are still required to follow the provisions of the Act in relation to the return of the Tenant's security deposit at the end of the tenancy.

The parties confirmed their agreement and understanding of voluntary resolution in this manner both during and at the end of the hearing. This decision and order is legally binding. 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: June 03, 2016

Residential Tenancy Branch