



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding South Okanagan Brain Injury Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking more time than prescribed to dispute a notice to end the tenancy and for an order cancelling a notice to end the tenancy for cause.

The hearing did not conclude on its first scheduled date, and was adjourned by consent. My Interim Decision was provided to the parties.

The tenant attended on the first scheduled date with a Legal Advocate, however the tenant was represented by the Legal Advocate for the second scheduled date. The landlord was represented at the hearing on both scheduled dates by an Agent, who also had a witness present.

During the course of the second day of the hearing, the parties agreed to settle this dispute and advised that a Mutual Agreement to End the Tenancy had been signed by the parties prior to the commencement of the hearing. The parties agree that the landlord will have an Order of Possession effective August 31, 2016 at 1:00 p.m. and the tenancy will end at that time. The parties also agree that if the tenant is able to find suitable accommodation prior to August 31, 2016 the tenant may give 10 days written notice to the landlord, and if the tenant actually vacates the rental unit prior to August 16, 2016, the landlord will reimburse a portion of August's rent.

Since the parties have agreed to settle this dispute, I hereby make an order in those terms.

Conclusion

For the reasons set out above, and by consent, I hereby grant an Order of Possession in favour of the landlord effective August 31, 2016 at 1:00 p.m.

I further order that if the tenant is able to find suitable accommodation prior to August 31, 2016 the tenant may give 10 days written notice to the landlord, and if the tenant actually vacates the rental unit prior to August 16, 2016, the landlord will reimburse a portion of August's rent.

This order is final and binding and may be enforced.

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: July 21, 2016

Residential Tenancy Branch