



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIATED PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MT, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenants on June 16, 2016 to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), for more time to cancel the Notice, and to recover the filing fee from the company Landlord.

One of the Tenants and an agent for the Landlord appeared for the hearing and provided affirmed testimony. The Landlord's agent confirmed receipt of the Tenant's Application and evidence. The Tenant confirmed receipt of the Landlord's documentary evidence served prior to the hearing.

At the start of the hearing, the Tenant confirmed that she had paid the rental arrears that had accumulated for June 2016 for which she had received the Notice. However, the Tenant explained that she had not paid rent for July 2016 as she needed the time and money to secure a new place to go to pending the outcome of this hearing. The Tenant was informed that the Act does not allow a Tenant withhold rent for the reason that parties are in dispute resolution proceedings. The Tenant explained that she could not risk her tenancy ending so she had made arrangements to move to a new rental suite by the end of this month.

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.

As the Tenant informed that the tenancy was due to shortly end, both parties agreed to the Landlord being issued with an Order of Possession to enforce the agreed end of tenancy date of July 31, 2016 at 6:00 p.m.

The Landlord is issued with an Order of Possession effective for this date and time. This order may be enforced in the BC Supreme Court as an order of that court if the Tenants fail to vacate the rental unit on the agreed date and time.

The parties also agreed that they will work together outside of the dispute resolution process on a payment plan for the rental arrears relating to July 2016 rent. The parties were cautioned about the provisions of the *Residential Tenancy Act* in relation to the return of the Tenants' security deposit. .

Conclusion

The parties agreed to mutually end the tenancy on July 31, 2016. As a result, I dismiss the Tenants' Application and their claim to recover the filing fee from the Landlord. 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: July 28, 2016

Residential Tenancy Branch