



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SOCIETY OF HOUSING OPPORTUNITIES AND PROGRESSIVE  
EMPLOYM  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNQ

### Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on August 3, 2016 to cancel a 1 month notice to end tenancy because the Tenant no longer qualifies for subsidized housing.

Two agents for the company Landlord and the Tenant appeared for the hearing and provided affirmed testimony. The Landlord’s agent confirmed receipt of the Tenant’s Application and the Tenant’s documentary evidence. The Tenant confirmed receipt of the Landlord’s documentary evidence served prior to the hearing.

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 issues to be decided.

At the start of the hearing, I determined that the notice to end tenancy 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 on July 27, 2016.

The Tenant confirmed receipt of the Notice on the same date it was served by the Landlord. Therefore, I determined that the Tenant had disputed the Notice within the ten day time limit stipulated by Section 47(4) of the Act.

During the Tenant’s testimony she stated that she had found another rental unit to move to and was looking to get some more time from the Landlords to vacate the rental unit. As a result, I asked the parties whether they wanted to mutually agree to end the tenancy and the parties agreed that mutual resolution in this manner 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 October 7, 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. As a result, the parties agreed to withdraw the notice to end tenancy and the Tenant agreed to withdraw her Application. Therefore, I made no legal findings in this dispute.

The parties are cautioned that the Tenant must leave the rental unit clean and undamaged at the end of the tenancy pursuant to Section 37(2) of the Act and the parties must deal with the Tenant's security deposit pursuant the requirements of the Act.

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: September 30, 2016

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Residential Tenancy Branch