



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OSOYOOS ELKS SENIOR CITIZENS SOCIETY O/A ELKS GOLDEN
VILLA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on November 8, 2016 to cancel a 1 Month Notice to End Tenancy for Cause (the “Notice”) dated October 31, 2016 and for “Other” undisclosed issues, namely the request to cancel the Notice.

The Landlord named on the Tenant’s Application and the president of the company Landlord named on the Tenant’s Application appeared for the hearing. The Tenant appeared for the hearing with a legal advocate. The Tenant, the Landlord, and the president of the company Landlord provided affirmed testimony.

The Landlord confirmed receipt of the Tenant’s Application and both parties confirmed receipt of each other’s documentary evidence which was 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 evidence provided.

Pursuant to Section 63 of the *Residential Tenancy 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.

After the parties had finished providing their evidence and submissions during the two hour hearing, I offered the parties an opportunity to settle the matter by way of mutual agreement. As a result, the parties considered their situation.

The Tenant indicated that he was looking for another place to go to but needed more time to secure more appropriate accommodation that would cater for his medical needs. The Landlords expressed their concern regarding an ongoing dispute between the

Tenant and the other occupants and staff of the residential building. However, after both parties turned their minds to compromise, the parties were able to reach agreement to end the tenancy mutually under the following terms and conditions.

Settlement Agreement

1. The parties agreed that this tenancy will mutually end on February 28, 2017 at 1:00 p.m.
2. The Landlords are issued with an Order of Possession which must be served to the Tenant. If the Tenant fails to vacate the rental unit on this date and time, the Landlord may enforce the Order of Possession in the Supreme Court of British Columbia as an order of that court. Copies of the Order of Possession are attached to the Landlords' copy of this Decision.
3. The Tenant is still required to pay rent for the duration of the tenancy. However, the Landlords are not barred from using remedies under the Act to end the tenancy earlier than the agreed date. This may include a notice to end tenancy for unpaid rent, or if there are alleged disturbances in this tenancy with another Notice with sufficient evidence to prove it.
4. The Landlords agreed that the Tenant can end the tenancy earlier providing he gives written notice to the Landlords of the earlier date. The Landlords waived the Tenant's requirement to provide a full rental month of notice to end the tenancy earlier.

As the dispute was settled by mutual agreement, the Tenant's Application is dismissed without leave to re-apply. Both parties were cautioned that as there is only a short amount of time left in this tenancy, both parties should take steps to ensure that the tenancy comes to a peaceful and satisfactory ending in February 2017. 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: December 08, 2016

Residential Tenancy Branch