



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PODULLAN CONSTRUCTION LTD
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 a Tenant's Application for Dispute Resolution (the "Application") made on January 4, 2017 to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated January 2, 2017, and for "Other" undisclosed issues.

The Landlord named on the Application, who was also the agent for the named company Landlord, appeared for the hearing. The Tenant also appeared for the hearing but dialed in five minutes late. The evidence provided before the Tenant appeared was recapped with the Tenant.

The Landlord confirmed receipt of the Tenant's Application. The only documentary evidence before me was the copy of the 1 Month Notice. The hearing process was explained to the parties and they had no questions about the proceedings. At the start of the hearing, the Tenant stated that he would voluntarily move from the rental unit but needed more time to look for a new place to go to.

Section 63 of the *Residential Tenancy Act* (the "Act"), allows an Arbitrator to 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 a result, I offered the parties an opportunity to settle this matter by way of mutual settlement rather than a decision forced upon the parties through a determination of the evidence before me. The parties were also informed that they could proceed with evidence to either cancel or uphold the 1 Month Notice through my decision in the matter after I had considered the evidence. Both parties considered these options and decided that resolution by mutual agreement to end the tenancy was the best course of action in this case. As a result, the parties agreed to settle the dispute under the following terms and conditions of a settlement agreement.

Settlement Agreement

1. The parties agreed this tenancy will mutually end on March 31, 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 Landlord withdrew the 1 Month Notice dated January 2, 2017 which is of no force or effect. The Tenant accordingly withdrew the Application.
4. The Tenant is still required to pay rent for the duration of time he occupies the rental unit. 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 further alleged disturbances in this tenancy, with the use of another 1 Month Notice.
5. The Landlord agreed that the Tenant can end the tenancy earlier providing he gives written notice to the Landlords of the earlier date of departure. The Landlords waived the Tenant's requirement to provide a full rental month of notice to end the tenancy earlier.
6. If the Tenant provides vacant possession of the rental unit to the Landlord prior to March 1, 2017, the parties agreed that the Tenant will not be responsible to pay rent for March 2017. If the Tenant vacates on or after March 1, 2017 the Tenant will be liable to pay rent for the whole month of March 2017.
7. The tenancy may be extended after March 31, 2017, but this is only at the Landlords' discretion. If this happens, the Landlords must put the Tenant on notice that the tenancy is being extended for use and occupancy only.

The parties confirmed their voluntary agreement and understating of resolution in this manner both during and at the end of the hearing. 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 Act.

Dated: February 08, 2017

Residential Tenancy Branch