



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HIGHLAND COURT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to the Tenants' Application for Dispute Resolution (the "Application") filed on February 7, 2017 to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated January 28, 2017.

One of the Tenants, and the Landlord named on the Tenants' Application who was also the agent for the named corporate Landlord, appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants' Application and the Tenants' documentary and photographic evidence served prior to the hearing.

The Tenant denied receipt of the Landlords' 25 pages of documentary evidence. The Landlord testified that their evidence had been served to the Tenants one day prior to this hearing because they were still in the process of gathering the evidence. I also noted that the Landlord's evidence had been provided to the Residential Tenancy Branch late pursuant to the seven day time limit set by the Residential Tenancy Branch Rules of Procedure.

As the Landlords served this to the Tenants late and there was insufficient evidence before me that the Tenants actually received the evidence and were given opportunity to respond to it, I informed the Landlord that I would not be considering the documentary evidence provided in my findings but that the Landlord was not barred from providing witness and oral evidence to prove the 1 Month Notice. The Landlord understood this and the hearing proceeded to hear the allowed evidence.

The hearing process was explained and no questions of the proceedings were asked. Both parties explained they had witnesses they wanted to call of the hearing. However, during the Tenant's testimony, the Tenant stated that he was not happy in this tenancy and wanted to move out but needed time to do so as it was difficult to find another 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.

Based on the Tenant's submissions, I offered the parties an opportunity to resolve this dispute by mutual agreement. The parties were informed about the benefits of mutual resolution but that this was a voluntary process which required the mutual agreement of both parties. Both parties considered their options, had a discussion between them, turned their minds to compromise, and were able to reach an agreement as follows.

Settlement Agreement

1. The parties agreed that this tenancy will end on May 31, 2017 at 1:00 p.m. The Landlords are issued with an Order of Possession which must be served to the Tenants. If the Tenants fail to vacate the rental unit by this date and time, the Landlords may enforce the Order of Possession in the Supreme Court of British Columbia as an order of that court.
2. The parties both agreed to withdraw the 1 Month Notice.
3. Accordingly, the Tenant agreed to withdraw his Application to cancel the 1 Month Notice as there were no legal findings for me to make.
4. The Tenants are still required to pay rent for the duration of the tenancy. However, neither party is prevented from using remedies under the Act to end this tenancy earlier, such as nonpayment of rent.
5. Both parties are reminded of their requirements to conduct themselves in accordance with the requirements of the Act and to allow the tenancy to conclude without further issues.
6. The Landlord agreed the Tenants can end the tenancy earlier providing the Tenants give written notice to the Landlords of the earlier departure date. If this is the case, the Landlord agreed to prorate any rent that may have been paid or allow the Tenants to pay rent only for the time they occupy the rental unit.
7. The rent payable in this tenancy remains at \$800.00 payable on the first day of each month.

The parties confirmed their understanding and agreement to resolution in this manner both during and at the conclusion of the hearing. They also confirmed that they entered into this agreement voluntarily. Copies of the Order of Possession are attached to the Landlords' copy of this Decision. 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: March 22, 2017

Residential Tenancy Branch

