



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to a Tenant's Application for Dispute Resolution (the "Application") made on February 14, 2017 to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated February 4, 2017.

Both parties appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant's Application and the Tenant's documentary and photographic evidence served prior to the hearing. The Landlord did not provide any evidence prior to this hearing.

At the start of the hearing the Tenant confirmed, as per the details provided on the Application, that he did not agree with the accusations made on the 1 Month Notice but no longer wanted to reside at the rental unit.

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 which would be rendered after the hearing upon the evidence provided.

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 May 31, 2017 at 1:00 p.m.
2. The Landlord is 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 Landlord's copy of this Decision.
3. The parties withdrew the 1 Month Notice dated February 4, 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 Landlord is not barred from using remedies under the Act to end the tenancy earlier than the agreed date such as a notice to end tenancy for unpaid rent.
5. The Landlord agreed that the Tenant can end the tenancy earlier providing he gives written notice to the Landlord of the earlier date of departure. The Landlord 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 start of the following month after giving written notice, the parties agreed that the Tenant will not be responsible to pay rent for the subsequent month(s).

The Tenant is at liberty to file a monetary claim for alleged breaches of the Act by the Landlord. However, the Tenant was cautioned that he bears the burden of proof. 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: March 17, 2017

Residential Tenancy Branch