



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KENSTONE LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing was convened by way of conference call in response to the Landlord's Application for Dispute Resolution (the "Application") requesting to end the tenancy early. An agent for the company Landlord and the Tenant appeared for the hearing. The Tenant confirmed receipt of the Landlord's Application and 2 pages of documentary evidence prior to the hearing.

Before the parties were invited to provide and present their evidence for this dispute, I offered the parties an opportunity to settle this matter through mutual agreement. The Tenant indicated that he would be agreeable to ending the tenancy if he were to be given a sufficient amount of time to vacate the rental unit. The Tenant then proposed a date to end the tenancy of May 31, 2017.

The Landlord's agent considered the Tenant's proposal and agreed to mutually end the tenancy. The parties were informed that this agreement was voluntary and was an alternative to me making a binding decision on the matter after hearing the parties' evidence. The parties confirmed their acknowledgement of this voluntary resolution.

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. Accordingly, I assisted the parties to craft the following settlement agreement.

Settlement Agreement

1. The parties agreed to end the tenancy on **May 31, 2017 at 1:00 p.m.** which gives the Tenant sufficient time to vacate the rental unit and find new accommodation.
2. The Landlord is issued with an Order of Possession which is dated effective May 31, 2017. This order may be enforced **only** if the Tenant fails to vacate the rental

unit by this agreed date. Copies of this order are attached to the Landlord's copy of this Decision.

3. The Tenant's roommate, who is operating under a separate tenancy agreement, will continue to reside in the rental room under the terms of her tenancy with the Landlord.
4. The Tenant is allowed to vacate the rental unit at an earlier time if he is able to find suitable accommodation in the interim time period. If this occurs, the Tenant is to provide written notice of the earlier departure date but is not obligated to give a full rental months' notice.
5. The Tenant is still responsible to pay rent for the duration of the tenancy. However, if the Tenant vacates the rental unit on or before May 1, 2017, and gives the Landlord written notice, the Tenant will not be obligated to pay rent for May 2017.

The parties are still required to follow the provisions of the *Residential Tenancy Act* in relation to the return of the Tenant's security deposit at the end of the tenancy.

Conclusion

The parties agreed to mutually end the tenancy on May 31, 2017. The Landlord is issued with an Order of Possession to end the tenancy. The parties confirmed their agreement to resolution in this manner both during and at the conclusion 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 *Residential Tenancy Act*.

Dated: April 10, 2017

Residential Tenancy Branch