



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VICTORIA COOL AID SOCIETY
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 Tenant's Application for Dispute Resolution (the "Application") filed on May 3, 2017 to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated April 29, 2017.

The Tenant appeared for the hearing with two advocates. An agent for the Landlord and the building manager appeared for the applicants. The hearing process was explained to the parties and they had no questions about the proceedings. The Landlord's agent confirmed receipt of the Tenant's Application. At the start of the hearing, the Tenant confirmed personal service of the 1 Month Notice on April 29, 2017. Therefore, I determined that the Tenant applied to dispute the 1 Month Notice within the ten day time limit provided for by Section 47(4) of the *Residential Tenancy Act* (the "Act").

Before I heard any evidence from the parties in relation to the 1 Month Notice, I asked the Tenant whether he was planning on vacating the rental unit at some point in the near future irrespective of the 1 Month Notice or the dispute between the parties. The Tenant's legal advocate indicated that while the Tenant did not agree with the 1 Month Notice, the Tenant was not happy in this tenancy but needed sufficient time to find another place to go to as efforts to do so until this hearing had proved unsuccessful.

Section 63 of the Act states that an 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 allowed the parties to have a discussion about ending the tenancy mutually rather than have a decision forced upon them made on the evidence before me. The parties discussed the issues between them, turned their minds to compromise, and were able to reach an agreement to end the tenancy mutually in full satisfaction of the Tenant's Application as follows.

Settlement Agreement

1. The parties agreed to end the tenancy mutually on August 15, 2017. However, the Tenant may vacate earlier than this date provided he gives written notice to the Landlord of the earlier departure date. This written notice does not require a time limit that would be otherwise required by the Act because the purpose is to inform the Landlord of the end date rather than to provide the Landlord with sufficient legal notice.
2. The Landlord is granted an Order of Possession effective August 15, 2017 at 1:00 p.m. This order may be filed and enforced in the Supreme Court of British Columbia as an order of that court if the Tenant fails to vacate the rental unit by this agreed date and time.
3. The Landlord agreed that if the Tenant vacates the rental unit earlier than the agreed departure date, the Landlord will prorate and reimburse the Tenant with any rent already paid.
4. The Tenant is still liable to pay rent for the duration of the tenancy and in any case the period of time up to the time the rental unit is occupied.
5. The Landlord is still at liberty to use remedies under the Act to end the tenancy earlier than August 15, 2017, such as a notice to end tenancy if the Tenant fails to pay rent.
6. The Tenant committed to the Landlord that there would be no issues in this tenancy for which they expressed their concern with and any issues should be addressed in writing with minimal contact. The Landlord is still at liberty to issue another 1 Month Notice if the alleged issues continue.
7. The parties withdrew the 1 Month Notice. The Tenant withdrew the Application.

The parties confirmed during the hearing and at the end of the hearing that they had entered into this settlement agreement voluntarily and understood the full nature of this binding agreement and its meaning. 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: June 13, 2017

Residential Tenancy Branch