



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNR (Landlord's Application)
 CNC, CNR, O (Tenant's Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant and by the Landlord.

The Tenant applied: to cancel a notice to end tenancy for cause and a notice to end tenancy for unpaid utilities. The Tenant also applied for "Other" issues. The Landlord applied for an Order of Possession based on unpaid rent and cause. The Landlord also applied for a Monetary Order for unpaid rent.

The Tenant and the Landlord appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other's Application and each other's documentary evidence served prior to the hearing. The hearing process was explained to the parties and they had no questions on how the proceedings would be conducted.

The hearing continued firstly to hear the parties' evidence with respect to the notice to end tenancy for unpaid utilities. In this respect, the parties both provided disputed oral evidence with respect to how utilities were to be paid in this tenancy and when utilities payments had been made and received by the Landlord. Both parties stated that they were in possession of documentary evidence to support their oral testimony which was not submitted for this hearing, and the Landlord confirmed that she had not provided receipt evidence to support her evidence for repeatedly late payment of rent.

In this respect, I offered the parties an opportunity to adjourn the hearing so that they could serve and submit their documentary evidence before I made any legal findings on unpaid utilities and repeatedly late payment of rent in this tenancy. The Landlord then continued to provide evidence regarding the notice to end tenancy for cause, in particular the allegation that the Tenant had significantly caused disturbance to the Landlord and other occupants.

However, during the hearing, the Tenant informed that he was going to vacate the rental unit at the end of July 2017. 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. Accordingly, based on the Tenant's submission, I offered the parties an opportunity to

mutually agree to end the tenancy. The Landlord carefully considered her options and decided that mutual agreement to end the tenancy was the best form of resolution in this matter.

Settlement Agreement

The Landlord and Tenant agreed to end the tenancy on July 31, 2017 at 1:00 p.m. at which point the Tenant is required to vacate the rental unit. The Landlord is issued with an Order of Possession effective for this date and time. 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 in accordance with the above agreement. Copies of the order are attached to the Landlord's copy of this Decision.

The Tenant is still required to pay rent and utilities for the remaining duration of the tenancy and the remedies available to both parties for any breach of the Act in the interim time period are still available and in effect. The parties also agreed that they would make all efforts to allow the short period of time to lapse without incident. The parties also agreed to communicate with each other in writing.

The parties confirmed that this agreement was made in full satisfaction of both Applications. However, the parties still have the right to file an application for any unresolved issues at the end of the tenancy, such as a failure to return keys to the rental unit or any outstanding utilities. 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 the agreement and its binding nature. 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 30, 2017

Residential Tenancy Branch