



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MOUNT SEYMOUR LIONS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, O

Introduction

This hearing dealt with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

The tenant filed this application on June 23, 2017 to dispute the 1 Month Notice to End Tenancy for Cause sent to her via registered mail on June 5, 2017. The tenant submitted that she did not pick up the registered mail until June 19, 2017 because she had been working and did not have a chance to pick up her mail before then. Under section 90 of the Act a person is deemed to have received their mail five days after mailing. It would appear the tenant delayed in picking up the registered mail due to circumstances within her control, and I was prepared to deem her served with the 1 Month Notice on June 10, 2017 meaning the tenant did not file her Application for Dispute Resolution within the 10 day time limit for doing so.

I also noted that the landlord had used a Notice to End Tenancy that is outdated and does not contain Details of Cause that are required on the current approved form.

I have not made any findings as to whether the tenant's application should be dismissed or the 1 Month Notice enforced as the parties turned their minds to reaching a mutually agreeable resolution in satisfaction of this dispute during the hearing. I have recorded the mutual agreement by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed to the following terms in resolution of this dispute:

1. The tenancy shall continue until October 31, 2017 at which time the tenant will return vacant possession of the rental unit to the landlord.
2. Should the tenant want to end the tenancy before October 31, 2017 the landlord waives entitlement to receive one month of advance notice from the tenant.
3. The tenant remains obligated to pay rent of \$590.00 on the first day of each month for which the tenant has possession of the rental unit. To illustrate: if the tenant returns vacant possession of the unit to the landlord in September 2017 the tenant is not obligated to pay rent for October 2017.
4. The security deposit and pet damage deposit remain in trust to be administered in accordance with the Act after the tenancy ends.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on October 31, 2017.

Conclusion

The parties resolved this matter by way of a mutual agreement. I have recorded the mutual agreement by way of this decision and the Order of Possession that accompanies it. The landlord has been provided an Order of Possession effective at 1:00 p.m. on October 31, 2017.

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: August 23, 2017

Residential Tenancy Branch