



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, O

### Introduction

This hearing was convened by way of conference call in response to the Tenant's Application for Dispute Resolution (the "Application") filed on July 25, 2017 to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated July 20, 2017. The Tenant also applied for "Other" issues which related to the request to cancel the 1 Month Notice.

The Tenant and an agent for the property management company named as the Landlord on the Application, appeared for the hearing and provided affirmed testimony.

The Landlord confirmed receipt of the Application and both parties raised no issue with respect to the service and exchange of each other's paper evidence served prior to the hearing. The dispute resolution hearing was explained to the parties and no questions were asked about the hearing process. Both parties were given a full opportunity to present their evidence, make submissions to me, and ask questions of the other party on the evidence provided.

At the start of the hearing, I determined the content and format of the 1 Month Notice complied with Section 52 of the *Residential Tenancy Act* (the "Act"). I also determined the Tenant had filed to dispute the 1 Month Notice within the ten day time limit provided for by Section 47(4) of the Act.

Section 63 of the Act enables 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. Therefore, after the parties had finished providing their evidence and submissions, I informed the parties that I would make legal findings based on the evidence provided before me.

The parties were informed a written Decision would be rendered and sent to the parties after this hearing. In the alternative, I offered the parties an opportunity to resolve this matter mutually by ending the tenancy or allowing the tenancy to continue.

The Landlord's agent indicated that the Landlord was not willing to allow the tenancy to continue indefinitely under any circumstances but offered to mutually end the tenancy for the end of November 2017. The Tenant carefully considered this alternative form of resolution and the Landlord's proposal. Before the parties made any decision, the parties were informed that resolution in this manner was purely voluntary and must be made by the parties without pressure or coercion. The parties subsequently agreed to move forward with the voluntary ending of the tenancy as follows.

### Settlement Agreement

1. The parties agreed to mutually end this tenancy on November 30, 2017 at 1:00 p.m.
2. The Landlord is issued with an Order of Possession for 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 Tenant is still required to pay rent for the duration of the tenancy.
4. The parties are still obligated to deal with the security deposit in accordance with the requirements of the Act.
5. The parties agreed to withdraw the 1 Month Notice which is now of no effect.

As the dispute was settled by mutual agreement, the Tenant's Application is dismissed without leave to re-apply. The parties confirmed their voluntary agreement to this settlement both during and at the conclusion of this 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: October 23, 2017

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Residential Tenancy Branch