



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC, LRE, FF

### Introduction

This hearing was convened by way of conference call in response to the Tenant's Application for Dispute Resolution (the "Application") filed on September 5, 2017 for the following reasons: to cancel notice to end tenancy for unpaid rent dated September 1, 2017 ; to suspend or set conditions on the Landlord's right to enter the rental unit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and to recover the filing fee.

The Tenant amended his Application on September 21, 2017 to cancel a notice to end tenancy for cause dated September 14, 2017.

The Tenant, the Landlord and the Co-Landlord appeared for the hearing. The hearing process was explained to the parties and they had no questions about the proceedings. At the start of the hearing, I confirmed with the Tenant that he was still residing in the rental unit and there were no rental arrears in this tenancy.

The Tenant explained that he had been looking for another place to move to but needed some time to vacate the rental unit. I informed the parties that Section 63 of 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.

As a result, I invited the parties to have a discussion about resolving the matter through mutual agreement before I proceeded to hear the evidence of both parties and making legal findings on the matter before me. The parties were informed that this was a voluntary process and there was no legal requirement for the parties to reach any agreement and that the matter in the alternative would be decided through my decision.

As a result, the parties engaged into a discussion between them, turned their minds to compromise and in the alternative were able to reach a settlement agreement to mutually end the tenancy. I have laid out the terms and conditions which were discussed and agreed to by the parties as follows.

### Settlement Agreement

Both parties voluntarily agreed to settle the Tenant's Application in full satisfaction under the following terms and conditions:

1. The parties agreed to mutually end the tenancy on March 31, 2018. However, the Tenant may vacate earlier than this agreed 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 be 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 for re-rental.
2. The Landlord is granted an Order of Possession effective March 31, 2018 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 on time for the duration of the tenancy. However, if the Tenant becomes aware of an earlier departure date and rent has not been paid for that month, the Landlord agreed that the Tenant may pay prorated rent only for 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 March 31, 2018, such as a notice to end tenancy if the Tenant fails to pay rent or pays rent late.
6. The parties withdrew the notices to end tenancy for cause and unpaid rent dated September 1, 2017 and September 14, 2017 respectively.
7. The Tenant explained that his monetary claim was to recovery the filing fee paid to file the Application. However, the Tenant no longer wanted to purse this

request. Accordingly, the Tenant withdrew his Application in full and I made no legal findings in this matter.

The parties confirmed during the hearing and at the end of the hearing that they had entered into this settlement agreement voluntarily, understood the full nature of this binding agreement and its meaning, and agreed to the above terms and conditions. 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: November 24, 2017

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Residential Tenancy Branch