



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BARAFIELD REALTY LTD C/O GATEWAY PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC
 OPC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause (the "Notice"). The Landlord also made an Application for an Order of Possession and to recover the filing fee.

An agent for the Landlord and the Tenant appeared for the hearing and provided affirmed testimony as well as written evidence in advance of the hearing. The Tenant testified that he had served his Application and written evidence to the Landlord five days prior to this hearing. The Tenant was informed about the service deadline for his Application pursuant to Section 59(3) of the Act.

However, I gave the parties an opportunity to settle this matter through mutual agreement. The parties agreed that neither was happy with this tenancy and that it should end mutually.

Settlement Agreement

Pursuant to Section 63 of the Act, the 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.

The Landlord's agent and Tenant both agreed to end the tenancy on **October 31, 2014** at which point the Tenant is required to vacate the rental suite, unless otherwise decided by the parties in writing.

The Landlord is issued with an Order of Possession effective for this date. However, the parties may agree in writing to mutually agree to end the tenancy early than October 31, 2014. The Landlord agreed that if an earlier date is decided in writing, the Landlord will

prorate the Tenant rent for the remainder of the month that the Tenant is not occupying the rental suite.

The rights and obligations of both parties in relation to the return of the security deposit still apply at the end of the tenancy.

Conclusion

For the reasons set out above, I grant the Landlord an Order of Possession effective **at 1:00 pm on October 31, 2014**. This order may be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental unit in accordance with the above agreement.

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: October 06, 2014

Residential Tenancy Branch

