



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WILLOW POINT SUPPORTIVE LIVING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MT, 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 on November 30, 2016 to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated November 30, 2016. The Tenant applied for more time to cancel the 1 Month Notice and to recover the filing fee from the Landlord.

The Landlord named on the Application, who was also the agent for the company Landlord named on the Application, appeared for the hearing with the Tenant. The Landlord confirmed receipt of the Tenant's Application. The Tenant confirmed receipt of the Landlord's documentary evidence and confirmed that he had not provided any evidence prior to this hearing.

The hearing process was explained to the parties and they had no questions about the proceedings. At the start of the hearing, the Tenant explained that he did not want to remain in this tenancy but was looking for a new place to go to but just needed more time to vacate the rental unit.

Section 63 of the *Residential Tenancy 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 offered the parties an opportunity to settle this matter by way of mutual settlement rather than a decision forced upon the parties through a determination of the evidence before me. Both parties considered this option, turned their minds to compromise, and decided that resolution in this manner was the best way to move forward. The parties agreed to settle the dispute under the following terms of a settlement agreement.

Settlement Agreement

1. The parties agreed that this tenancy will mutually end on March 31, 2017 at 1:00 p.m.
2. The Landlords are issued with an Order of Possession which must be served to the Tenant. If the Tenant fails to vacate the rental unit on 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 Landlords' copy of this Decision.
3. The Landlord withdrew the 1 Month Notice dated November 30, 2016 which is of no force or effect. The Tenant accordingly withdrew the Application.
4. The Tenant is still required to pay rent for the duration of time he occupies the rental unit. However, the Landlords are not barred from using remedies under the Act to end the tenancy earlier than the agreed date. This may include a notice to end tenancy for unpaid rent, or if there are further alleged disturbances in this tenancy with the use of another 1 Month Notice.
5. The Landlord agreed that the Tenant can end the tenancy earlier providing he gives written notice to the Landlords of the earlier date. The Landlords waived the Tenant's requirement to provide a full rental month of notice to end the tenancy earlier and agreed that the Tenant would only be required to pay rent up to the date he occupies the rental unit.
6. The parties agreed to split the cost of the \$100.00 filing fee. Therefore, the Tenant may deduct \$50.00 from his next installment of rent and may want to provide a copy of this Decision when the reduced payment is made.

The parties confirmed their voluntary agreement and understating of resolution in this manner both during and at the end of the 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 *Residential Tenancy Act*.

Dated: January 09, 2017

Residential Tenancy Branch