



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing was convened by way of conference call in response to the Tenant's Application for Dispute Resolution (the "Application") filed on May 8, 2017 to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated April 29, 2017.

Two agents for the Tenant appeared for the hearing with a witness. The Landlord and the property manager appeared for the Respondent. The agents for the Tenant requested an adjournment of the proceedings because the Tenant was currently in hospital due to a fall down some stairs and that the Tenant is suffering from dementia. No supporting medical evidence of this was provided.

The property manager objected to an adjournment of the proceedings as he requested that the matter related to significant disturbances in this tenancy and that it needed to be determined as soon as possible. The property manager submitted that in any case if the Tenant had dementia, her presence was not mandatory as there were parties appearing for this hearing to represent her.

The Tenant's agents were asked whether they could proceed with the hearing and whether they could present and provide evidence for the Tenant for which they agreed to. Accordingly, I declined the request to adjourn the proceedings and informed the parties that the hearing would continue and that I would hear from both parties as they were ready to proceed on the matter of the 1 Month Notice.

However, before I heard any evidence from the parties in relation to the 1 Month Notice, I asked the Tenant's agents whether the Tenant was planning on vacating the rental unit at some point in the near future irrespective of the 1 Month Notice or the dispute between them. The Tenant's agents had a short discussion and requested the Tenant be given until the end of July 2017 to end the tenancy and provide vacant possession rather than her face eviction at the end of June 2017 if the 1 Month Notice was proved.

Section 63 of the *Residential Tenancy Act* states that an 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.

Accordingly, I allowed the parties to have a discussion about ending the tenancy mutually rather than have a decision forced upon them made on the evidence that the parties were about to give. The parties discussed the issues between them, turned their minds to compromise, and were able to reach an agreement to end the tenancy mutually in full satisfaction of the Tenant's Application.

The parties agreed to end the tenancy mutually at **1:00 p.m. on July 31, 2017**. The Landlord is granted an Order of Possession effective for this date and time. 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.

The parties confirmed during the hearing and at the end of the hearing that they had entered into this settlement agreement voluntarily and understood the full nature of this binding agreement and its meaning.

As the parties agreed to end the tenancy mutually in full satisfaction, the Tenant's Application is hereby dismissed. 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: June 19, 2017

Residential Tenancy Branch