



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on July 20, 2011. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

The original hearing was set for August 17, 2011 and both the Tenant and the Landlord attended. During the start of the meeting the Tenant said she only just received the Landlord’s evidence package and the Tenant requested an adjournment so she could review the Landlord’s evidence and prepare a defence. The Landlord agreed to the adjournment. The Hearing was adjourned to September 20, 2011 at 2:00p.m.

The Hearing reconvened on September 20, 2011 and during the course of the hearing, the parties reached a mutual agreement to settle this matter on the following conditions:

- 1) The Tenant agreed to move out of the rental unit on September 30, 2011.
- 2) The Tenant agreed that the Landlord could retain \$500.00 from her security deposit for unpaid rent for September, 2011.
- 3) The Tenant said she would give the Landlord her forwarding address in writing prior to moving out.
- 4) The Landlord agreed to return the balance of the Tenant’s security deposit \$212.50 and pet deposit \$712.50 within 15 days of the end of the tenancy and receiving the Tenant’s forwarding address in writing.
- 5) The Landlord agreed stop discussing the Tenant’s situation and the tenancy.



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- 6) The Landlord and the Tenant both agreed an Order of Possession with an effective date of September 30, 2011 would be issued to the Landlord.

As no further action is required on this file, the file is closed.

I find this mutual agreement is made pursuant to Section 62 of the Residential Tenancy Act.

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*.

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Dispute Resolution Officer