



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a Notice to End Tenancy for Cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the hearing the parties reached a mutual agreement to resolve this dispute and requested that I memorialize it by way of this decision.

The parties consented to amend the Application for Dispute Resolution to reflect the name of the landlord, as it appears on the tenancy agreement, and the agent for the landlord. I have amended the application accordingly.

Issue(s) to be Decided

What are the terms of the settlement agreement?

Background and Evidence

It was undisputed that a six month fixed term commenced on April 1, 2012 and is set to expire September 30, 2012 after which time it would convert to a month-to-month tenancy.

The parties have agreed to the following settlement terms:

1. The tenancy shall end by mutual agreement no later than September 30, 2012 at 1:00 p.m.
2. The landlord shall be provided an Order of Possession effective of September 30, 2012 at 1:00 p.m.

3. The tenant may end the tenancy earlier than September 30, 2012 upon written notice to the landlord and the landlord will waive any entitlement to liquidated damages for early termination of the tenancy.

The landlord also stated that he was agreeable to permitting the tenant to end the tenancy with less than one full month of written notice if the tenant finds new accommodation that is available sooner than the effective date of a one month notice to end tenancy.

The parties also understood that during the remainder of the tenancy the tenant is required to comply with the Act, regulations and terms of tenancy. The landlord remains at liberty to issue a Notice to End Tenancy should the tenant violate the Act, regulations or tenancy agreement, as appropriate.

Analysis

Pursuant to section 63 of the Act I have the authority to assist parties in resolving their dispute by way of a settlement agreement and record such an agreement in the form of a decision or order.

I accept and order the terms of the settlement agreement recorded above to be binding upon both parties. In recognition of the settlement agreement I provide the landlord an Order of Possession effective September 30, 2012 at 1:00 p.m. To enforce the Order of Possession it must be served upon the tenant.

Conclusion

This dispute has been resolved by way of a settlement agreement as recorded in this decision. Pursuant to the settlement agreement the landlord has been provided an Order of Possession effective September 30, 2012 at 1:00 p.m. to serve upon the tenant.

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 21, 2012.

Residential Tenancy Branch