



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, CNC, OLC, PSF, MNDC, LRE, FF

### Introduction

This hearing was re-convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"), seeking to cancel a 1 Month Notice to End Tenancy for Cause (the "Notice"), an order requiring the landlord to make emergency repairs, for an order requiring the landlord to comply with the Act, an order requiring the landlord to provide services or facilities required by law, a monetary order for money owed or compensation for damage or loss, an order suspending or setting conditions on the landlord's right to enter the rental unit and for recovery of the filing fee.

The parties appeared and at the outset of the hearing, the tenant stated that she intends to vacate the rental unit and had given her notice of the same. The landlord then stated that he would be willing to withdraw his Notice.

A discussion ensued and the parties agreed to resolve their differences.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the Notice and orders for the landlord and to recover the filing fee?

Can the parties reach a mutual agreement to resolve this dispute?

### Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The tenant agrees to vacate the rental unit by 1:00 p.m. on August 2, 2012;
2. The landlord agrees that the tenancy will continue until August 2, 2012, at 1:00 p.m.;

3. The landlord agrees that the tenant will not be responsible for rent for the two days in August that she remains in the rental unit, or more specifically, August 1 and 2, 2012;
4. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to vacate the rental unit by 1:00 p.m., August 2, 2012, the landlord may serve the order of possession on the tenant and obtain a writ of possession;
5. The landlord agrees to not serve the order of possession on the tenant unless the tenant fails to vacate the rental unit 1:00 p.m. on August 2;
6. The landlord agrees to pay the tenant for recovery of her filing fee of \$50.00 and that the tenant will be issued a monetary order in that amount;
7. The tenant agrees that her monetary claim will be satisfied by the recovery of the filing fee of \$50.00 and the landlord's waiving of rent for August 1 and 2, 2012;
8. The tenant acknowledges that the remaining issues not specifically mentioned herein are satisfied and/or no longer relevant with the agreement of the parties; and
9. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenant's application and that no finding is made on the merits of the said application for dispute resolution or on the merits of the landlord's 1 Month Notice to End Tenancy for Cause.

### Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the tenant with a monetary order for \$50.00.

The monetary order for \$50.00 is enclosed with the tenant's Decision. This order is a legally binding, final order, and it may be filed in the Provincial Court of British Columbia (Small Claims) should the landlord fail to comply with the terms as agreed above.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to vacate the rental unit by August 2, 2012, at 1:00 p.m.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement should it become necessary.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This settled agreement 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: July 24, 2012.

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Residential Tenancy Branch