



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

SETTLED DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"), seeking an order cancelling a 1 Month Notice to End Tenancy for Cause (the "Notice")

The parties appeared and each submitted some of their respective positions.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences.

Issue(s) to be Decided

Will the tenant agree to vacate the rental unit and will the landlord be issued an order of possession?

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 February 28, 2013;
2. The landlord agrees that the tenancy will continue until February 28, 2013, at 1:00 p.m.;
3. 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., February 28, 2013, the landlord may serve the order of possession on the tenant and obtain a writ of possession;

4. 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 February 28, 2013; and
5. 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 the landlord's 1 Month Notice to End Tenancy for Cause.

Conclusion

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 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* and is being mailed to both the applicant and the respondent.

Dated: January 22, 2013

