



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MT, CNC, FF, O

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- authorization to recover his filing fee from the landlord pursuant to section 72; &
- other unspecified remedies.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that he received the landlord's 1 Month Notice sent by the landlord's agent by registered mail on May 28, 2013. The landlord confirmed that he received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on June 7, 2013. I am satisfied that the above documents were served to one another in accordance with the *Act*.

As the tenant had submitted his application for dispute resolution to cancel the landlord's 1 Month Notice within the time frame established under the *Act*, the tenant withdrew his application for more time to make his application. The tenant's application for more time to apply for dispute resolution is withdrawn.

### Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? Should the tenant be allowed to recover his filing fee from the landlord?

### Background and Evidence

This periodic tenancy commenced on March 15, 2008. Monthly rent is set at \$1,300.00, payable in advance on the 15<sup>th</sup> of each month. The landlord continues to hold the tenant's \$500.00 security deposit paid in March 2008.

The landlord's 1 Month Notice sought an end to this tenancy for the tenant's alleged repeated late payment of rent.

### Analysis

Pursuant to section 63 of the *Act*, the 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. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve all issues in dispute arising out of this tenancy under the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on August 30, 2013, by which time the tenant will have vacated the rental premises.
2. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 12, 2013

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Residential Tenancy Branch

