



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WHITWORTH HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution filed on July 25, 2013, by the Tenant to obtain an Order to cancel a 1 Month Notice to end tenancy issued for cause.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the Landlord and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle this matter?

Background and Evidence

The parties confirmed they entered into a fixed term tenancy agreement that began on June 1, 2011 and switched to a month to month tenancy after one year. Rent is payable on the first of each month in the amount of \$760.00 and on June 1, 2011 the Tenant paid \$375.00 as the security deposit.

The parties agreed to settle this matter during the course of this proceeding

Analysis

The parties agreed to settle this matter on the following terms:

- 1) The Tenant agreed to withdraw her application;
- 2) The parties mutually agreed to end this tenancy effective October 31, 2013;
- 3) If the Tenant secures alternate accommodations prior to October 31, 2013 she may end her tenancy after serving the Landlord with two weeks written notice, without penalty for short notice;
- 4) The Tenant agrees to comply with the terms of the tenancy agreement and the *Residential Tenancy Act* during the remainder of her tenancy; and
- 5) In the event that the Resident Manager is informed that the Tenant has breached her tenancy agreement or the *Residential Tenancy Act*, and is able to verify such an incident, then this tenancy will end upon two days of service of the conditional Order of Possession.

Conclusion

The Landlord has been issued two Orders of Possession in support of this settlement agreement. The first Order will be effective October 31, 2013 and the second Order is conditional and may only be served upon the Tenant in the event of a breach and would be effective upon 2 days of service.

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: August 30, 2013

Residential Tenancy Branch

