



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAX SAVE PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with a tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") to cancel a 1 Month Notice to End Tenancy for Cause.

The tenant, an advocate for the tenant and an agent for the landlord (the "agent") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end on **January 31, 2015 at 1:00 p.m.**
2. The landlord is granted an order of possession **effective January 31, 2015 at 1:00 p.m.**
3. The tenant agrees to withdraw his application in full as part of this mutually settled agreement.
4. The parties agree to mutually withdraw the 1 Month Notice dated July 29, 2014.

5. The parties acknowledge that monthly rent is due on the first day of each month for the remainder of the tenancy.
6. The parties agree to meet at the rental unit on January 31, 2015 at 1:00 p.m. for the purposes of participating in and completing an outgoing condition inspection report and to return the rental unit keys.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The landlord has been granted an order of possession effective January 31, 2015 at 1:00 p.m. This order must be served on the tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 7, 2014

Residential Tenancy Branch

