



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LI-CAR MANAGEMENT GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT CNC

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on August 18, 2014, for more time to make her application and to cancel a 1 Month Notice to end tenancy issued for cause.

The hearing was conducted via teleconference and was attended by three agents for the Landlord and the Tenant, and the Tenant's two advocates. Each party gave affirmed testimony and confirmed receipt of evidence served by the Landlord. 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 these matters?

Background and Evidence

It was undisputed that the parties executed a written tenancy agreement for a month to month tenancy that commenced on May 12, 2014. The Tenant is required to pay rent of \$975.00 on the first of each month and on May 9, 2014 the Tenant paid \$487.50 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

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 on the following terms:

- 1) The Tenant agreed to withdraw their application for dispute resolution;
- 2) The parties mutually agreed to end this tenancy effective **November 30, 2014 at 1:00 p.m.**
- 3) The Tenant agreed to deliver **\$1,950.00** to the Landlord's office no later than 4:30 p.m. today, October 17, 2014 as full payment for September and October 2014 rent; and
- 4) The Tenant agreed to pay her November 2014 rent of \$975.00 in full no later than November 1, 2014.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act.

In the event the Tenant does not comply with the terms of the above listed agreement, the tenancy will end and the Landlord may serve the Tenant the enclosed Order of Possession effective 2 days upon service. If payment is made in accordance with the settlement agreement the Order of Possession effective upon 2 days after service will become void and of no force or effect.

The Landlord has been granted an Order of Possession effective **November 30, 2014 at 1:00 p.m. after service upon the Tenant.** In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

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: October 17, 2014

Residential Tenancy Branch

