



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Trilanda Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction:

The tenants has applied for an Order to cancel a Notice to End for Cause which was a letter from the landlord dated December 14, 2014 requesting that they vacate the unit by January 31, 2105, and a 10 day Notice to End the Tenancy dated January 16, 2015.

Facts:

A hearing was conducted in the presence of both parties. A tenancy began on October 1, 2014 with rent in the amount of \$ 1,150.00 due in advance on the first day of each month. The tenants paid a security deposit amounting to \$ 575.00 on September 28, 2013.

Settlement:

The parties settled this matter and I have recorded the agreement pursuant to section 63(2) as follows:

- a. The parties have agreed to end the tenancy effective January 31, 2015 at 1:00 PM,
- b. The tenants will not pay any rent for January 2015 as consideration for this settlement,
- c. The parties are cautioned to deal with the security deposit in compliance with section 38 of the Act.

Conclusion:

As a result of the settlement I have granted the landlord an Order for Possession effective January 31, 2015 at 1:00 PM. This order may be enforced in the Supreme Court of B.C. There shall be no order as to reimbursement of the filing fee herein. I have cancelled the Notice to End the Tenancy dated January 16, 2015. The parties are cautioned to deal with the security deposit in compliance with section 38 of the Act.

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: January 20, 2015

Residential Tenancy Branch

