



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KAZAWEST SERVICES INC.
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes

MNDC, OLC, FF

Introduction

This hearing was convened in response to an application by the tenant.

Both parties attended the conference call hearing. Upon clarification of the tenant's application, the parties provided their testimony. During the course of the hearing, the parties discussed their dispute at length and reached agreement to settle this application as well as all matters or other dispute arising from this tenancy, for all time, *in full satisfaction of the tenant's claims on application, and to the parties' mutual satisfaction*, and that I record the parties' settlement as per Section 63 of the Act, as follows.

The tenant testified that they want to vacate from the unit in the foreseeable future. The landlord testified that they want to accommodate the tenant's plans to vacate. As a result, the tenant and landlord each agreed that **the tenancy will come to an end** in accordance with the following conditions, to which they both agree:

1. The landlord agrees to provide the tenant with **positive** written or verbal references, before or after the tenancy ends, as required or requested. The landlord agrees that any reference provided will communicate that the tenant or tenancy is in *good standing*.
2. The landlord agrees that the tenant may treat the tenancy agreement as a periodic or month-to-month tenancy agreement and may therefore provide the landlord with **one month's notice to vacate** the unit in accordance with Section 45(1) of the *Residential Tenancy Act*.
3. The landlord agrees that the **tenant will not be responsible for any penalties** or charges which may be associated with ending the current tenancy agreement.

4. The landlord agrees that the **tenant will not be responsible for any charges related to re-renting the unit** – referenced as “the tenant replacement fee” - which may be associated with ending the current tenancy agreement.
5. The tenant agrees to **withdraw any and all comments** which they have placed *online/within the Internet* community respecting this tenancy or the landlord, and that they will do so, **forthwith**.
6. The tenant agrees to **satisfy payment for all utilities** for the tenancy.
7. The tenant agrees to **return all keys** associated with the rental unit at the end of the tenancy.
8. The parties agree that **the security deposit** of the tenancy will be administered at the end of the tenancy in accordance with the *Residential Tenancy Act* provisions respecting security deposits.

As the parties resolved their dispute I decline to award recovery of the filing fee.

Conclusion

The parties have agreed to resolve their dispute under the terms of the settlement agreement as set out herein.

The balance of tenant's claims on application is effectively dismissed, without leave to reapply.

This Decision and Settlement is final and binding on both parties.

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: February 03, 2015

Residential Tenancy Branch

