



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AMOS REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDC, FF, O

Introduction

This hearing was convened in relation to the tenant's application for cancelation of a notice to end tenancy for cause, compensation for losses, and recovery of the filing fee.

The tenant and landlord's agent appeared. The agent is an employee of the corporate landlord.

The agent confirmed that he had the tenant's dispute resolution package as well as all evidence submitted by the tenant. The agent confirmed that he had time to review the tenant's evidence.

Both parties confirmed that there is no notice for cause issued in respect of this tenancy.

Preliminary Issue – Landlord's Adjournment Request

The agent requested that this hearing be adjourned as the principal of the corporate landlord was out of the country and unable to attend. The agent confirmed that he had all of the tenant's evidence and had time to review it. The agent was the landlord's signatory on the tenancy agreement.

On the basis that the agent had knowledge of this tenancy, I declined to grant the adjournment.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to pay to the tenant \$25.00 as partial compensation for the filing fee.
3. The landlord agreed to waive its claim to the \$75.00 re-inspection fee.
4. The parties agreed to a mutual end to the tenancy on or before 31 March 2015 at one o'clock in the afternoon.
5. The parties agreed that the tenant's security deposit would be returned in the ordinary course in accordance with the Act.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn.

The monetary order is to be used if the landlord does not pay \$25.00 to the tenant in accordance with their agreement. The tenant is provided with this order in the above terms and the tenant should serve the landlord with this order so that it may enforce it in the event that the landlord does not pay the \$25.00 as set out in their agreement. Should the landlord fail to comply with these orders, this order may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to

comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: March 25, 2015

Residential Tenancy Branch

