



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, O

Introduction

This hearing was convened in relation to the tenant's application to cancel the landlord's 1 Month Notice for Cause (the 1 Month Notice). The tenant also sought an "other" remedy.

The tenant and the landlord both appeared. Neither party raised any issue with service of documents. The landlord was represented by counsel who confirmed she had authority to act on behalf of the landlord. The landlord's immediate family attended the hearing.

At the outset of the hearing, I identified to the parties that I did not have the ability to consider parts of the tenant's claim. Specifically, section 78.1 of the *Residential Tenancy Act* (the Act) and section 46.3 of the *Administrative Tribunals Act* prevent me from applying the *Human Rights Code*.

In the course of the hearing, the landlord and tenant were able to agree to a mutual end to this tenancy.

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 parties agreed to a mutual end to this tenancy and agree that it is not ending due to the fault of either party.
2. The tenant agreed to withdraw his application.
3. The landlord agreed to withdraw the 1 Month Notice.
4. The tenant agreed to provide vacant possession to the landlord on or before one o'clock in the afternoon on 1 May 2015.
5. The landlord agreed that, if the tenant provided vacant possession to the landlord on or before 1 May 2015, the landlord would provide compensation to the tenant in the amount of \$550.00.
6. The parties agreed to conduct a condition move-out inspection at one thirty in the afternoon on 1 May 2015.
7. The landlord agreed that after the condition move-out inspection, if the tenant returned the rental unit to the landlord in satisfactory condition, the landlord would return the tenant's security deposit in the amount of \$300.00 on 1 May 2015.

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 landlord's 1 Month Notice is cancelled.

The monetary order is to be used if the landlord does not pay \$550.00 to the tenant in accordance with their agreement. This order may only be enforced on or after 1 May 2015 in accordance with the terms of this agreement. **This order is of no force and effect in the event the tenant fails to provide vacant possession of the rental unit to the landlord on or before 1 May 2015.**

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 this amount as set out in their agreement. Should the landlord fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order 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: April 14, 2015

Residential Tenancy Branch

