



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding F & C DEVELOPMENT LIMITED  
and [tenant name suppressed to protect privacy]

## **DECISION WITH RECORD OF SETTLEMENT**

### **Dispute Codes:**

CNC

### **Introduction**

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) seeking to cancel the landlord's Notice to End Tenancy for Cause dated March 13, 2015 with an effective date of April 30, 2015. Both parties attended the hearing and provided testimony. The tenant had benefit of legal counsel. Both parties provided their arguments on preliminary matters.

The tenant still resides in the rental unit and testified they wanted to continue the tenancy with a view to ending the tenancy at a future date, and by agreement with the landlord. The landlord testified they also wanted to end the tenancy and orally requested an Order of Possession.

During the hearing the parties were canvassed as to willingness to turn minds to compromise and mutually resolve their dispute. The parties discussed the tenancy and agreed to settle the dispute brought forward by the tenant's application and the landlord's Notice to End to the satisfaction of both parties, and the parties each agreed and each confirmed to me that I record their settlement, as follows, pursuant to Section 63 of the Act.

1. The tenant and landlord agree that **this tenancy will end September 30, 2015**, and that the landlord will receive an **Order of Possession** effective **September 30, 2015**.
2. The tenant and landlord agree that the tenant **may vacate sooner** than the agreed date, and in that event the tenant agrees to provide the landlord with their **Notice to End** the tenancy at least **1 month before they will vacate**, and the tenancy will end.

3. The tenant agrees that to the end of this tenancy, to pay the rent in accordance with the tenancy agreement.

### **Conclusion**

The parties have agreed to resolve this matter and settle their dispute under the terms and provisions set out above.

So as to perfect the parties' agreement, **I Order** that the tenant's Notice to End must comply with Section 45(1) and 45(4) of the Act.

The landlord is provided an **Order of Possession**, effective **September 30, 2015**. The tenant must be served with this Order and if the landlord serves the Order of Possession on the tenant and the tenant fails to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

**This Decision and Settlement Agreement 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: May 13, 2015

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Residential Tenancy Branch

