



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction and Preliminary Matter

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein the Tenant sought to cancel a Notice to End Tenancy for Cause issued on April 30, 2015.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

During the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the *Residential Tenancy Act*, I record their settlement in this my decision and accompanying Order. The terms of the settlement are as follows:

1. The 1 Month Notice to End Tenancy for Cause issued April 30, 2015 is withdrawn;
2. The parties agree to a mutual end to tenancy whereby the Tenant will vacate the rental unit on or before July 31, 2015;
3. The Landlord shall be entitled to an Order of Possession effective July 31, 2015 at 1:00 p.m.;

4. Provided that the Tenant moves from the rental unit on or before July 31, 2015:
 - a. the Tenant shall not pay rent for the month of July 2015; and,
 - b. the Tenant shall receive her security deposit, in addition to any applicable interest at the time she vacates the rental unit;
5. Should the Tenant not vacate the rental unit on or before July 31, 2015:
 - a. the Landlord shall be entitled to receive from the Tenant payment for rent or the month of July 2015 (and any subsequent months as the case may be) and should the Tenant not pay, the Landlord shall be at liberty to apply for a Monetary Order for unpaid rent; and
 - b. the Landlord shall retain the security deposit until required to return the deposit, or make an application as provided for in section 38 of the *Act*.

Conclusion

The parties resolved all matters by mutual agreement. The tenancy will end on or before July 31, 2015 and the Landlord is granted an Order of Possession effective at 1:00 p.m. that date. Should the Tenant not vacate the rental unit, the Landlord shall be entitled to receive rent for July 2015. Should the Tenant vacate the rental unit as agreed, no rent shall be payable for the month of July 2015.

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: June 25, 2015

Residential Tenancy Branch

