



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the tenant: CNC, FF
 For the tenant: OPC, FF

Introduction and Preliminary Matter

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (the "Act").

The tenant applied for an order cancelling the landlord's 1 Month Notice to End Tenancy for Cause ("Notice") and for recovery of the filing fee paid for this application.

The landlord applied for an order of possession for the rental unit due pursuant to the Notice and for recovery of the filing fee paid for this application.

Both parties attended the telephone conference call hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties submitted some of their respective positions and a mediated discussion ensued, resulting in a settlement of their respective applications.

Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The tenant agrees to vacate the rental unit by 1:00 p.m. on August 31, 2015;
2. The landlord agrees that the tenancy will continue until August 31, 2015, at 1:00 p.m.; and
3. The parties acknowledge their understanding that this settled Decision resolves the issues contained in the tenant's and the landlord's application and that no finding is made on the merits of the said applications for dispute resolution or on the merits of the landlord's Notice.

Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, the tenant will vacate the rental unit by August 31, 2015, by 1:00 p.m.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act and Residential Tenancy Regulation. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act or Regulation, it is open to the other party to take steps under the Act to seek remedy.

As this matter was settled, I have not awarded either party recovery of their filing fee.

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 9, 2015

Residential Tenancy Branch

