



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OLC, FF

Introduction

This hearing was convened in relation to the tenants' application (as amended) pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice);
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$2,576.08;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement; and
- authorization to recover her filing fee for this application from the landlord.

The tenant and landlord both appeared. Neither party raised any issues with service of documents. The parties agreed that there was no 1 Month Notice in the proper form issued in respect of this tenancy.

In the course of the hearing the parties were able to agree to a mutual end to the 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 this dispute.

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

1. The tenant agreed to withdraw her application.
2. The tenant and landlord agreed to conduct a condition move out inspection at 1045 on 30 August 2015.
3. The tenant agreed to provide vacant possession of the rental unit to the landlord no later than one o'clock in the afternoon on 31 August 2015. .

4. The landlord agreed to pay to the tenant \$50.00.
5. The security deposit would be returned to the tenant in accordance with the Act.

The parties stated they understood the terms of the agreement. The parties stated they understood that the terms were final and binding on both parties. The parties agreed to this settlement on the above terms.

Conclusion

The tenant's application is withdrawn.

The monetary order is to be used if the landlord does not pay \$50.00 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 outstanding rent 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: August 24, 2015

Residential Tenancy Branch

