



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on July 30, 2015 seeking to cancel a 1 Month Notice to end tenancy issued for cause and to recover the cost of the filing fee from the Landlord for this application.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Each person gave affirmed testimony that they served the Residential Tenancy Branch (RTB) with copies of the same documents they served each other. Each acknowledged receipt of the evidence served by the other and no issues were raised regarding service or receipt of that evidence.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. Following is a summary of the submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Have the parties agreed to settle these matters?

Background and Evidence

The undisputed evidence was the Tenant entered into a month to month written tenancy agreement that began on June 1, 2015. Rent of \$1,050.00 is due on or before the first of each month. On May 7, 2015 the Tenant paid \$525.00 as the security deposit and on June 1, 2015 the Tenant paid \$525.00 as the pet deposit.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

Pursuant to section 63 of the *Act*, the 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 on the following terms:

- 1) The Tenant agreed to withdraw her application for Dispute Resolution;
- 2) The parties mutually agreed to end this tenancy effective **November 30, 2015** at 1:00 p.m.;
- 3) The Tenant agreed to try and not disturb her neighbors for the duration of her tenancy;
- 4) The Tenant agreed not to have any more parties at the rental unit;
- 5) The Tenant agreed not to give her guests her keys or access card to the rental unit or the underground parking and will instead obtain a guest key or guest access card from the Landlord;
- 6) The Tenant will pay her rent in accordance with the tenancy agreement for the duration of this tenancy; and
- 7) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

In support of this settlement agreement the Landlord will be issued an Order of Possession. The Tenant withdrew her application; therefore, I decline to award recovery of the filing fee.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act.

The Landlord has been issued an Order of Possession effective **November 30, 2015 at 1:00 p.m. after service upon the Tenant**. In the event that the Tenant does not comply with this Order it may be filed with the Supreme Court and enforced as an Order of that Court.

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: September 22, 2015

Residential Tenancy Branch

