



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHUSWAP HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes

For the landlord – OPC, FF

For the tenant – MT, CNC

Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The landlord applied for Order of Possession for Cause; and to recover the filing fee from the tenant for the cost of this proceeding. The tenant applied for more time to file an application to cancel a Notice to End Tenancy and applied to cancel a One month Notice to End Tenancy for Cause.

Through the course of the hearing the landlord's agent and the tenant came to an agreement in settlement the parties' respective claims.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The tenant agreed to vacate the rental unit on or before December 31, 2015;
- The landlord agreed the tenancy can end on or before December 31, 2015;
- The landlord agreed the tenant does not have to provide the required notice period in writing;

- The tenant agreed to inform the landlord in writing of the date she intends to vacate the rental unit, providing the landlord with as much written notice as possible.
- The landlord agreed to bear the cost of the filing fee.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the landlords and the tenants applications.

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: October 14, 2015

Residential Tenancy Branch

