



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **SETTLEMENT AGREEMENT**

Dispute Codes      CNC MN

### Introduction

This hearing dealt with an application by the tenant for an order cancelling the landlord's 1 Month Notice to End Tenancy dated August 24, 2015 and a monetary order for compensation under the Act. Both parties attended the hearing and had an opportunity to be heard.

After a hearing of approximately two hours, the parties decided to resolve the issues between them on the following terms:

1. The tenant will vacate the rental unit by no later than 1:00 p.m. on January 31, 2016.
2. The tenant may vacate the rental unit earlier than the above date if she wishes;
3. The tenant will pay no rent for the final month of the tenancy.
4. The tenant will also be refunded another one half month's rent in the amount of \$700 in accordance with the following:
  - i. If the tenant presents the landlord with a signed lease commencing January 1, 2016 the landlord will pay to the tenant the sum of \$700 by no later than December 13, 2015; or
  - ii. If the tenant presents the landlord with a signed lease commencing February 1, 2016, the landlord will pay to the tenant the sum of \$700 by no later than January 15, 2016.
5. The security deposit will be dealt with in the normal course in accordance with the provisions of the Act;
6. The tenant shall not be held responsible and shall not be subject to any claims regarding any fines that may be levied against the rental unit by the Strata Council of the residential property.

An order of possession is being provided to the landlord together with this settlement agreement for use in the event that the tenant does not vacate the rental unit by January 31, 2016.

A monetary order in the amount of \$700 is being provided to the tenant together with this settlement agreement for use in the event that the landlord does not refund to the tenant one half a month'

This settlement is recorded by me on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 09, 2015

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Residential Tenancy Branch

