



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC, FF (Tenant's Application)  
                                 OPC, FF (Landlords' Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Landlord and Tenant. The Tenant made his Application on September 28, 2015 and the Landlord made her Application on October 19, 2015.

The Landlord applied for an Order of Possession and to recover the filing from the Tenant. The Tenant applied for the following reasons: to cancel the 1 Month Notice to End Tenancy for Cause (the "Notice"); for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and to recover the filing fee from the Landlord.

Both parties appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other's Application in accordance with the Act. No issues were raised in relation to the service of parties' documentary evidence prior to the hearing in accordance with the Residential Tenancy Branch Rules of Procedure.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided. However, at the end of the hearing, the parties indicated that they were willing to settle both Applications by mutual agreement.

### Settlement Agreement

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. Both parties agreed to settle the dispute in full under the following terms:

1. The parties agreed to withdraw the Notice and end the tenancy instead on January 31, 2016 at 1:00 p.m.
2. The Landlord is issued with an Order of Possession which is effective for this date and time. This order may only be enforced **if** the Tenant fails to vacate the rental suite by the agreed date. Copies of this order are attached to the Landlord's copy of this decision.
3. The Tenant is to pay all the outstanding rent and utilities inclusive and up to the end of December 31, 2015.
4. The Landlord agreed that the Tenant will be compensated one month's rent and utilities for mutually ending the tenancy.
5. The Tenant may achieve this relief by withholding rent for January 2016 and not paying any utilities relating to the month of January 2016.
6. There is still a requirement for the parties to ensure no disturbances are caused during the remainder of the tenancy.
7. In addition, all of the remedies under the Act are still available to both parties to end the tenancy earlier. For example, if the Tenant fails to pay rent on December 1, 2015, the Landlord may end the tenancy earlier by issuing the Tenant with a notice to end tenancy for unpaid rent.
8. Both parties agreed to withdrew their respective Applications.

The parties confirmed the voluntary nature of this agreement both during and at the conclusion of the hearing. Both files are now closed.

### Conclusion

The parties agreed to withdraw the Notice as they mutually agreed to end the tenancy on January 31, 2016. The Tenant is allowed to not pay rent and utilities for the last month of the tenancy. Both parties withdrew their 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: November 30, 2015

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Residential Tenancy Branch

