



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause ("the 1 Month Notice") pursuant to section 66 and cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("the 1 Month Notice") pursuant to section 47.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. Both parties confirmed receipt of the other party's evidentiary materials. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Preliminary Issue: Time to File Dispute Application

I do not need to address whether the tenant is entitled to more time to apply to cancel the 1 Month Notice as the parties reached an agreement in this matter.

Background and Evidence

This tenancy began in March 2015 with a monthly rental amount of \$820.00 payable on the first of each month. The landlord testified that she continues to hold a \$410.00 security deposit paid by the two original tenants at the outset of this tenancy. At that time, the tenant and her partner Tenant DD resided in the rental unit. Tenant TB testified that she has been the sole tenant occupying the rental unit since October 2015. The tenant testified that she has been attempting to relocate to a smaller, less expensive rental unit but has not been able to do so. Both parties agreed that the rental amount for the current rental unit is outside of the tenant's means.

The landlord submitted evidence to show that there had been difficulties related to this tenancy, particularly in regard to the number of occupants within the unit and the noise coming from the rental unit. The tenant testified that, as of the date of this hearing, she has not been able to find a new home. Both parties agreed that this tenancy will end on January 15, 2016. The landlord agreed that she would provide the tenant with resources and contact information to find a new residence.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to pay to the landlord the outstanding rental amount of \$650.00 to the landlord on or before February 15, 2016.
2. The tenant agreed to vacate the rental unit on or before January 15, 2016 at one in the afternoon.
3. The parties agreed that the landlord may retain the tenant's \$410.00 security deposit to compensate the landlord for expenses related to January 2016.
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord retain the tenant's \$410.00 security deposit.

To further give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails vacate the residence by January 15, 2016 in accordance with their agreement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) do not vacate the premises in accordance with their agreement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the monetary portion of the settlement reached between these parties, I issue a monetary order in favor of the landlord in the amount of \$650.00 dated February 15, 2016 to be used only if the tenant fails to pay \$650.00 on or before this date. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after any failure to abide by the monetary terms of their settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: December 23, 2015

Residential Tenancy Branch

