



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OPAL BUILDING SYSTEMS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause, (the "1 Month Notice"), and to recover the cost of the filing fee.

The tenant, the mother and agent of the tenant, and an agent for landlord (the "agent"), attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Settlement Agreement

During the hearing, the parties agreed to settle this matter related to the 1 Month Notice November 18, 2015, on the following conditions:

1. The parties agree that the tenancy will end on **January 31, 2016 at 1:00 p.m.**
2. The landlord is granted an order of possession effective January 31, 2016 at 1:00 p.m.
3. The tenant agrees to pay **\$828.45** for the cost of the rental unit entry door by way of two payments of \$414.25 as follows:
 - A. First payment on or before **December 28, 2015 by 4:00 p.m.**
 - B. Second payment on or before **January 20, 2016 by 4:00 p.m.**
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$828.45**, which will be of no force or effect if the amount owing has been paid by the tenant to the landlord, in accordance with #3 above, and all payments are successfully received and cashed by the landlord.

5. The parties agree that the 1 Month Notice dated November 18, 2015 is mutually withdrawn by the agreement of the parties.
6. The parties agree to meet at the rental unit on January 31, 2016 at 1:00 p.m. for the purposes of the return of rental unit keys, and to participate in the condition inspection and to complete the condition inspection report.
7. The tenant agrees to withdraw her application in full and waives her filing fee as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The landlord has been granted an order of possession effective January 31, 2016 at 1:00 p.m. Should the landlord require enforcement of the order of possession, the landlord must first serve the tenant with the order of possession. This order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord has been granted a monetary order pursuant to section 67 of the *Act* in the amount of \$828.45, which will be of no force or effect if the amount owing has been paid by the tenant to the landlord, in accordance with #3 above, and all payments are successfully received and cashed by the landlord. Should the landlord require enforcement of the monetary order, the landlord must first serve the tenant with the monetary order. This order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 14, 2015

Residential Tenancy Branch

