



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE GLENAYRE REALTY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            CNC, MNDC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;

Both parties attended the hearing by conference call and provided testimony. As both parties have attended and have confirmed receipt of the tenant's notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served as per sections 88 and 89 of the Act.

### Preliminary Issue(s)

The tenant withdrew her application for a monetary order as a separate application was filed and is scheduled in September 2016. As such, no further action is required for this portion of the application.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 10 Day Notice?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on June 1, 2014 on a fixed term tenancy as shown by the submitted copy of the signed tenancy agreement dated May 28, 2014. The monthly rent was \$775.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$387.50 was paid.

During the hearing both parties entered into discussions in the hopes of a settlement by which a mutual agreement to end the tenancy could be achieved.

### Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw her application.
2. The landlords agreed to withdraw the 10 Day Notice.
3. Both parties agreed to mutually end the tenancy on April 15, 2016 at or before 1 pm, by which time the tenant agreed to have vacated the rental unit.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

### Conclusion

The tenants' application is withdrawn. The landlord's 1 Month Notice is cancelled

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

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: March 30, 2016

