



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* ("the *Act*") to cancel the 1 Month Notice to End Tenancy for Cause pursuant to section 47 of the *Act*.

Both parties attended and were given full opportunity to be heard, to present evidence and to make submissions. The landlord provided evidence that a 1 Month Notice to End Tenancy for Cause ("1 Month Notice") was personally served to the tenant on January 16, 2016. The landlords confirmed that they received the tenant's Application for Dispute Resolution hearing package. 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.

### Background and Evidence

The parties agreed that this tenancy began on a month to month basis on November 1, 2015 with a rental amount of \$1000.00. Both parties agreed that the tenant paid cash each month and that the landlord did not issue receipts for these payments. The landlord continues to hold a security deposit of \$500.00 paid by the tenant at the outset of this tenancy. Early in this hearing, the tenant agreed that she should vacate the rental unit and that she intends to do so before the end of March 2016. While the parties did not entirely agree on what rental amounts had been paid and what other issues may have arisen during the course of this tenancy, both parties were able to reach a mutually satisfactory agreement with respect to this matter.

### 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(s) agree to vacate the rental unit on or before March 22, 2016 at five in the evening.
2. The tenant(s) agree to ensure that all tenant possessions currently in the rental will be removed on or before March 22, 2016 at five in the evening.
3. The tenant(s) agree to ensure that the rental has been cleaned on or before March 22, 2016 at five in the evening.
4. The tenant(s) agree to ensure that the keys for the rental unit have been returned to the landlords on or before March 22, 2016 at five in the evening.
5. The tenant(s) agree to pay the landlord;
  - \$350.00 by March 16, 2016 at four in the afternoon.
  - \$650.00 by April 21, 2016 at four in the afternoon.
6. 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 issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to vacate the residence by March 22, 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 the agreement within this decision. 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 landlords in the amount of \$1000.00 dated April 22, 2016 to be used only if the tenant(s) to pay \$1000.00 to the landlords on or before this date. The landlords are 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: March 11, 2016

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Residential Tenancy Branch

