



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC

### Introduction:

The tenant has applied for an Order to cancel a Notice to End the Tenancy dated February 21, 2016 for Cause and an Order that the landlord comply with the Act.

### Facts:

A hearing was conducted in the presence of both parties. A tenancy began on October 1, 2015 with rent in the amount of \$ 1,850.00 due in advance on the first day of each month. The tenant paid a security deposit amounting to \$ 925 on September 29, 2015.

### Settlement:

The parties settled this matter and I have recorded the agreement pursuant to section 63(2) as follows:

- a. The parties have agreed that the tenancy will continue on a fixed term basis until July 31, 2016 when it will end, on that date at 1:00 PM,
- b. The tenant will not pay any rent for July 2016 as consideration for this settlement,
- c. The tenant is permitted to end the tenancy sooner if she gives the landlord 30 days lawful notice and will not be required to pay rent for her last month as consideration for this settlement, and
- d. The landlord is granted an Order for Possession effective July 31, 2016 at 1:00 PM.

Conclusion:

As a result of the settlement I have granted the landlord an Order for Possession effective July 31, 2016 at 1:00 PM. This order may be enforced in the Supreme Court of B.C. There shall be no order as to reimbursement of the filing fee herein. I have cancelled the Notice to End the Tenancy dated February 21, 2016. I have dismissed all of the tenant's other claims herein. The parties are cautioned to deal with the security deposit in compliance with section 38 of the Act.

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 14, 2016

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Residential Tenancy Branch