



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47 and authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. The landlord acknowledged receipt of the tenant's Application for Dispute Resolution and evidence 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

This tenancy began February 2014 as a month to month tenancy with a rental amount of \$525.00 payable on the first of each month. As of the date of this hearing, the tenancy continued on a month to month basis. The landlord testified that she continues to hold a \$262.50 security deposit paid by the tenant at the outset of this tenancy.

The tenant testified that she will vacate the rental unit by July 30, 2016. The landlord agrees to attend a condition inspection at the time the tenant vacates the rental unit and address the security deposit pursuant to the requirements of the *Act*: to either return the full deposit or file to retain all or a portion of the security deposit within 15 days of the tenant vacating the rental unit and providing her forwarding address (the latter of the two events).

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 vacate the rental unit on or before July 30, 2016 at one in the afternoon.
2. The landlord/owner SH agreed to attend to the rental unit on July 30, 2016 at one in the afternoon to conduct a condition inspection.
3. The parties agree that they will address the tenant's security deposit at the end of tenancy following the provisions of the *Act* provided above and the tenancy agreement.
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, the landlord is provided with a formal copy of an Order of Possession effective July 30, 2016. Should the tenant(s) 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: June 30, 2016

Residential Tenancy Branch