



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ASHURWIN HOLDINGS LTD./RPM 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 dated June 27, 2016 (the "1 Month Notice") and to recover the cost of the filing fee.

The tenant, a support person for the tenant, and an agent for the landlord 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, on the following conditions:

1. The parties agree that the tenancy will end on **January 31, 2017 at 1:00 p.m.**
2. The parties agree that rent is due on the first day of each month and that the landlord may issue a 10 Day Notice or 1 Month Notice for any late payments of rent for the remainder of the tenancy.
3. The landlord is granted an order of possession effective **January 31, 2017 at 1:00 p.m.**
4. The parties agree that the tenant waives his request for the recovery of the cost of the filing fee.
5. The parties mutually agree to withdraw the 1 Month Notice dated June 27, 2016 as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *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, 2017 at 1:00 p.m. This order must be served on the tenant and may be filed in the Supreme Court of British Columbia 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: August 12, 2016

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Residential Tenancy Branch