



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      CNC

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on July 11, 2016. The Tenant filed seeking an order to cancel a 1 Month Notice to end tenancy for cause.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each person gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process; however, each declined and acknowledged that they understood how the conference would proceed.

The Landlord acknowledged receipt of the Tenant's evidence submissions. No issues regarding service or receipt were raised. As such, I accepted the Tenant's submissions as evidence for these proceedings.

Both parties were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

Have the parties agreed to settle these matters?

### Background and Evidence

The parties entered into a one year fixed term tenancy agreement which began on October 1, 2015. Rent of \$1,025.00 was payable on the first of each month. On September 26, 2015 the Tenant paid \$512.50 as the security deposit and \$500.00 as the pet deposit. During the course of this proceeding the parties agreed to settle these matters.

### 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.

During the hearing the parties achieved a resolution of their dispute on the following terms:

- 1) The Tenant agreed to withdraw their application for disputes resolution;
- 2) The Landlord agreed to withdraw the 1 Month Notice to end tenancy issued July 7, 2016;
- 3) The parties mutually agreed to end the tenancy effective September 30, 2016;
- 4) In favor of this settlement the Landlord agreed to return the Tenant's security and pet deposit in full;
- 5) Each person acknowledged their understanding that this settled Decision resolved the matters contained in the Tenant's application and that no finding is made on the merits of the said application for dispute resolution; and
- 6) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

The Landlord has been issued an Order of Possession effective **September 30, 2016 after service upon the Tenant**, pursuant to sections 55 and 63 of the *Act*.

#### Conclusion

The parties agreed to settle these matters on the above listed terms. The Landlord has been issued an Order of Possession in support of the settlement agreement.

This decision is final, legally binding, 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: September 01, 2016

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Residential Tenancy Branch