



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HARTIN HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes CNL FF

The tenant applied to cancel the Landlord's Notice to End for Landlord's Use dated August 22, 2016.

Both parties attended the conference call hearing and participated with their testimony and submissions.

Section 63 of the *Residential Tenancy Act* provides that parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a mutual resolution. Specifically, it was agreed and confirmed by both the parties as follows;

1. the **tenancy will end** and the tenant will vacate **November 10, 2016**
2. the landlord will receive an **Order of Possession** effective no sooner than the agreed date: November 10, 2016
3. the landlord will provide the tenant with payment in the agreed amount of **\$6150.00** (\$1025.00 x 6) on or before November 09, 2016
4. the tenant will receive a **Monetary Order** in the agreed amount: \$6150.00
5. the parties acknowledge the forgoing amount is inclusive of all compensation prescribed by the Act due the tenant for receiving a Notice to End for Landlord's Use
6. the **security deposit** held in trust by the landlord and any accrued interest **will be retained by the landlord**
7. **the tenant cancels their application** and hearing set to be heard October 14, 2016: as indicated on the *Style of Cause* page (first page)

8. **the landlord's application** and hearing set for October 19, 2016 is moot, and **the landlord cancels it:** as indicated on the *Style of Cause* page (first page)
9. **the tenant abandons their application** and adjourned hearing to be heard October 26, 2016: as indicated on the *Style of Cause* page (first page)

The above particulars and terms comprise the **full and final settlement** of all aspects of this dispute. Both parties testified in the hearing that they understand and agree to the above terms. Both parties testified that they understand the above terms settle all aspects of this dispute and all ancillary disputes of the parties as agreed in the above terms, and that the above terms are **final and binding on both parties** and that any Order is enforceable.

Conclusion

So as to perfect this settlement agreement:

The landlord is given an **Order of Possession** to reflect the parties' agreement. The tenant must be served with this Order. If necessary, this Order may be filed in the Supreme Court and enforced as an Order of that Court.

The tenant is given a **Monetary Order** to reflect the parties' agreement. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

As the parties settled their dispute I decline to grant recovery of the filing fee.

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: October 12, 2016

Residential Tenancy Branch

