



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, O

### 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; and for an order for the Landlord to comply with the Act, regulations or tenancy agreement.

The Tenant and the Landlord attended the 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.

The parties testified that the tenancy began sometime around April 2016, as a month to month tenancy. The Tenant paid rent in the amount of \$550.00 per month. The Tenant did not pay a security deposit.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The Landlord agrees to pay the Tenant \$175.00. The Landlord agrees to return the \$175.00 by sending a cheque to the PO Box address provided by the Tenant in the hearing. The Landlord agreed to send the cheque by November 2, 2016.
2. The Tenant agrees to retrieve his personal belongings from the Landlord by 6:00 p.m. on November 4, 2016. The Landlord agrees to keep the Tenants possessions safe until they are retrieved.
3. The Tenant withdraws his Application in full, and agrees to make no further claim against the Landlord with respect to this tenancy as part of this mutually settled agreement.
4. The Landlord agrees to make no claim against the Tenant with respect to this tenancy as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

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: November 01, 2016

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Residential Tenancy Branch