



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT CNC

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 (the 1 Month Notice) pursuant to section 47 , and more time to make an application to cancel the 1 Month Notice pursuant to section 66.

The tenant's agent, MG ('the tenant'), testified on behalf of the tenant in this hearing and was given full authority to do so by the tenant. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application") and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served copies of the tenant's application and evidence. The tenant confirmed receipt of the landlord's evidence. In accordance with section 88 of the *Act*, I find the tenant duly served with the landlord's evidence.

The landlord gave undisputed sworn testimony that the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice), with an effective date of March 1, 2017, was personally served to the tenant on February 1, 2017. Accordingly, I find that the 1 Month Notice was served to the tenant in accordance with section 88 of the *Act*.

The following amendments to the tenant's application were made during the hearing with consent of both parties. The spelling of the landlord's name was corrected to include the landlord's last name, and the application was amended to reflect the one tenant named on the written tenancy agreement. The tenant's agent was included in the application in error.

The tenant's agent also noted that the application for more time to make the application was done so in error. Accordingly this portion of the tenant's application is cancelled.

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 discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties entered into a mutual agreement that this tenancy will end on March 31, 2017 at 1 p.m., by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlord still holds the tenant's security deposit in the amount \$325.00. The security deposit will be dealt with according to the *Act* at the end of the tenancy.
3. The landlord withdrew the 1 Month Notice dated February 1, 2017.
4. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 1 Month Notice, dated February 1, 2017
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on March 31, 2017. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice, dated February 1, 2017, is cancelled and is of no force or effect.

The tenant's application for more time to make his application is cancelled.

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: March 13, 2017

Residential Tenancy Branch