



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes**      OPC FF CNC LAT OLC

### **Introduction**

This hearing was convened in response to applications by both parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for Cause pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant requested:

- cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause (‘1 Month Notice’) pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order authorize the tenant to change the locks to the rental unit pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord’s agent, NS (‘the landlord’), testified on behalf of the landlord in this hearing and was given full authority to do so by the landlord. 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 landlord testified that she had served the landlord’s application and evidence by way of registered mail on March 15, 2017. A copy of the tracking number was included in her evidence. In accordance with sections 88, 89, and 90 of the *Act*, the tenant is deemed served with the landlord’s application and evidence.

The tenant acknowledged receipt of the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) dated February 23, 2017. Accordingly, I find that the 1 Month Notice was served to the tenant in accordance with section 88 of the *Act*.

### **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 April 15, 2017 at 4 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 \$350.00. The security deposit will be retained by the landlord in satisfaction of the April 2017 rent.
3. The landlord withdrew the 1 Month Notice dated February 23, 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 23, 2017
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of both 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 4:00 p.m. on April 15, 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 23, 2017, is cancelled and is of no force or effect.

Dated: April 6, 2017

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Residential Tenancy Branch