



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC MNDC OLC LRE FF

### 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;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement.

### Terms of Settlement

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant and landlord mutually agree **that this tenancy will end no later than 1:00 p.m. on June 3, 2017**, and, the landlord will be granted an **Order of Possession** effective this date.

2. The landlord agrees to pay to the tenant \$1340.00 in cash upon the tenant vacating the rental unit. The tenant is granted a Monetary Order for this amount and the enforceable portion of this order will be reduced in accordance with any payments made to the tenant.
3. The landlord further agrees to return the tenants full security deposit of \$670.00 in cash upon the tenant vacating the rental unit on condition there is no damage to the rental unit. If the landlord is seeking to retain all or a portion of the security deposit, the parties are to adhere to the requirements of section 38 of the Act with respect to return of the security deposit. The security deposit amount does not form part of the monetary order issued to the tenant.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

**This Decision and Settlement Agreement is final and binding on both parties.**

#### Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on June 3, 2017**. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I grant the tenant a Monetary Order in the amount of **\$1340.00**. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: June 01, 2017

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Residential Tenancy Branch