



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes 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 pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The landlord was assisted by a lawyer. Both parties confirmed receipt of the other's evidentiary submissions for this hearing. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began in December 2016 with a rental amount of \$850.00 payable on the first of each month. The landlord testified that he continues to hold a \$425.00 security deposit paid by the tenant at the outset of this tenancy. Ultimately, the tenant agreed to vacate the residence by July 15, 2017 and the landlord agreed that the tenant would not be required to pay any rent for the month of July 2017.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision.

The Parties mutually agreed as follows:

1. The tenant agreed to vacate the rental unit on or before July 15, 2017 at four in the afternoon.
2. The landlord agreed the tenant will not be required to pay rent in July 2017.
3. The landlord agreed to provide any receipts for repairs at the end of the tenancy to the tenant for her consideration.
4. The parties agree that they will address the security deposit at the end of tenancy following the provisions of the *Act* provided above and any other relevant sections.
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

To give effect to this agreement, I provide the landlord with an Order of Possession effective July 15, 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.

Further, I order that the landlord provide receipts of any repairs that he intends to deduct from the tenant's security deposit to the tenant.

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 16, 2017

Residential Tenancy Branch