



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL OLC 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 pursuant to section 47; an order requiring the landlord to comply with the *Act* pursuant to section 62; and to recover the filing fee for this application pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard and to make submissions. Both parties confirmed receipt of the evidentiary materials submitted and provided by the other party 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 March 15, 2014 as a month to month tenancy with a monthly rental amount of \$800.00. The landlord still continues to hold a \$400.00 security deposit paid by the tenant at the outset of the tenancy. The tenant currently resides in the rental unit.

After consideration of all the factors raised at this hearing, the tenant agreed to vacate the rental unit on or before August 31, 2017. The landlord agreed that the tenant would not be required to pay rent in August 2017 and would pay only 50% of July 2017's rent.

Analysis: Settlement Agreement

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 landlord agreed that the tenant will pay only 50% of rent for July 2017 (\$400.00 as full rental payment for July 2017).
2. The landlord agreed that the tenant will not be required to pay any rental amount for August 2017 (\$0.00).
3. The tenant agreed to vacate the rental unit on or before August 31, 2017 at four in the afternoon.
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 the settlement reached between the parties, the landlord is provided with a formal copy of an Order of Possession effective August 31, 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.

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