



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was scheduled to address 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 an opportunity to be heard, to present sworn testimony and to make submissions. The landlord called two witnesses during the 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 February 1, 2017 as a month to month tenancy with a rental amount of \$650.00 payable on the first of each month. The landlord issued a 1 Month Notice to End the Tenancy for Cause based on the ground that the tenant has significantly disturbed himself and the other occupants of the premises. The tenant originally filed to cancel the 1 Month Notice. After a lengthy discussion and consideration of all of the circumstances, the tenant agreed to vacate the rental unit by September 1, 2017. The tenant will, of course, pay rent until the vacate date in accordance with section 26 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. 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 September 1, 2017 at one in the afternoon.
2. The tenant agreed that, for the months of July 2017 and August 2017, she will continue to pay rent in accordance with section 26 of the Act and the residential tenancy agreement.
3. The parties agree that they will address the security deposit at the end of tenancy following the provisions of section 38 of the *Act* and any other relevant sections.
4. 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 September 1, 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 27, 2017

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Residential Tenancy Branch