



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNC, CNR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice pursuant to section 47; and
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord, CS (the "landlord") confirmed she is the co-landlord for this tenancy and confirmed she is authorized to represent the landlord named in the application.

As both parties were in attendance I confirmed there were no issues with service of the landlord's 1 Month Notice, the tenant's application for dispute resolution, the landlord's 10 Day Notice, the tenant's amendment to the application for dispute resolution and evidentiary materials. The parties confirmed receipt of one another's materials. In accordance with sections 88 and 89 of the *Act*, I find that the parties were served with the respective Notices, applications and evidentiary materials.

### 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. This tenancy will end on 3:00pm July 3, 2017 by which time the tenant and any other occupant will have vacated the rental unit.
2. The landlord may cash the postdated cheque provided by the tenant for \$400.00 on July 1, 2017.
3. The landlord may keep the \$415.00 security deposit and the \$50.00 FOB transmitter deposit.
4. This settlement agreement constitutes a full, final and binding resolution of the landlord's application at this hearing.

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

The landlord is authorized to retain the security deposit and FOB deposit for this tenancy.

The landlord is authorized to deposit the \$400.00 postdated cheque provided by the tenant on July 1, 2017.

I grant an Order of Possession to the landlord effective **JULY 3, 2017**. Should the tenant or any occupant on the premises 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 29, 2017

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Residential Tenancy Branch