



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF O OLC

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;
- cancellation of the landlord's 10 Day Notice to End Tenancy for unpaid rent or utilities ("10 Day Notice") pursuant to section 46;
- Order directing the landlord to comply with section 62 of the *Act*;
- Other unspecified Orders; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both the tenant and the landlord attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application") and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served copies of the tenant's application and evidence.

The landlord gave undisputed sworn testimony that the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice), with an effective date of July 31, 2017, was personally served to the tenant on June 6, 2017. The landlord continued by explaining that a 10 Day Notice for Unpaid rent was served to the tenant in person on July 4, 2017. Accordingly, I find that the 1 Month Notice and 10 Day Notice were served to the tenant in accordance with section 88 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. 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. Both parties entered into a mutual agreement that this tenancy will end on July 31, 2017 at 1:00 P.M., by which time the tenant and any other occupants will have vacated the rental unit.
2. The landlord agreed that the tenant shall pay no rent for July 2017.
3. The tenant has allowed the landlord to retain \$550.00 of his \$700.00 security deposit following the conclusion of this tenancy. This amount is inclusive of the filing fee that the parties agreed to split. (\$500.00 to be returned plus half of \$50.00).
4. The landlord has agreed to pay the tenant \$250.00 in satisfaction for partial a return of his security deposit (\$200.00) and half of the filing fee.
5. The landlord has agreed to waive rent for the month of July 2017.
6. The landlord has agreed to allow the tenant unobstructed access to the laundry room on July 29 & 30, 2017.
7. The landlord withdrew the 1 Month Notice dated June 6, 2017.
8. The landlord withdrew the 10 Day Notice dated July 4, 2017.
9. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 1 Month Notice, dated June 6, 2017 or on the basis of the 10 Day Notice dated July 4, 2017.
10. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on July 31, 2017. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice, dated June 6, 2017, is cancelled and is of no force or effect.

The landlord's 10 Day Notice, dated July 4, 2017, is cancelled and is of no force or effect.

The landlord is ordered to return \$250.00 to the tenant for partial payment of the filing fee and in full satisfaction of his security deposit.

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: July 28, 2017

Residential Tenancy Branch