



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

A hearing was convened based on the tenant's application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated July 30, 2017 (the "1 Month Notice").

Both parties attended the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below. Accordingly, I have made no findings of fact with respect to the allegations relied upon by the landlord in the 1 Month Notice.

1. The landlord withdraws the 1 Month Notice.
2. The tenant withdraws his application to dispute the landlord's 1 Month Notice.
3. The landlord withdraws her application filed August 22, 2017 for an order of possession based on the 1 Month Notice (that application is currently scheduled for October 5, 2017 and its file number is reproduced on the cover page of this decision).

4. The tenancy will end at **1:00 pm on September 15, 2017.**
5. The tenant is not required to pay any rent for the month of September, 2017.
6. The landlord will refund the tenant's security deposit on September 15, 2017 regardless of the state of the rental unit.

In support of this settlement and with the consent of the parties I issue an order of possession effective at 1:00 pm on September 15, 2017.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy earlier or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: August 31, 2017

Residential Tenancy Branch