



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROADWAY PENTECOSTAL BENEVOLENT ASSOCIATION OF B.C.
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes

CNC FF

Introduction

This hearing was convened in response to an application by the tenant filed July 19, 2017 to cancel the landlord's Notice to End for Cause and recover their filing fee. Both parties attended the conference call hearing and acknowledged the exchange of all their evidence.

Background and Evidence

The parties agreed the tenancy started in April 2003, and that the current payable monthly rent is \$500.00, and that at the outset of the tenancy the landlord collected a security deposit of \$250.00 which they retain in trust.

Both parties agree that on July 18, 2017 the tenant received a 1 Month Notice to End Tenancy for Cause with an effective date of August 31, 2017.

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

1. Both parties agree that **the tenancy will end** and the tenant will vacate by no later than on **November 30, 2017** and the landlord will receive an **Order of Possession** effective and enforceable no sooner than the agreed date.
2. Both parties agree that the tenant is not responsible to satisfy the payable monthly rent from the date of this agreement to the agreed tenancy end date.

Effectively, the parties agreed that the tenant may occupy the rental unit “rent free” until they vacate in accordance with this agreement.

3. Both parties agree that **within 15 days of the tenant vacating** the landlord will pay the tenant *the sum of 1) their security deposit with applicable interest, and, 2) the tenant’s filing fee of \$100.00.*

So as to perfect this agreement the landlord is given an **Order of Possession** to reflect the agreed conditions of #1 of this agreement. If necessary, this Order may be filed in the Supreme Court and enforced as an Order of that Court.

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. Both parties testified that they understood and agreed that the above terms settle all aspects of the dispute and are **final and binding on both parties** and that any Order is enforceable.

Conclusion

The parties settled all aspects of their dispute in the above terms.

This Decision and Settlement are final and binding.

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: October 03, 2017

Residential Tenancy Branch