



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CREIGHTON AND ASSOCIATES REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, O, FF

Introduction

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated August 28, 2017 ("1 Month Notice"), pursuant to section 47;
- other unspecified remedies; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he was the owner of the landlord company named in this application and that he had authority to speak on its behalf as an agent at this hearing.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the landlord company's name. The landlord consented to this amendment.

Settlement Terms

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 and 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 agreed that this tenancy will end by 1:00 p.m. on December 18, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlord's 1 Month Notice, dated August 28, 2017, is cancelled and of no force or effect.
3. The tenant agreed to pay the landlord \$704.84 by December 1, 2017, which includes prorated rent from December 1 to 18, 2017, minus \$50.00 which is half the application filing fee amount for which the landlord agreed to reimburse the tenant;
4. The tenant agreed to bear the cost of \$50.00 which is half the application filing fee amount;
5. Both parties agreed that the tenant's security deposit of \$600.00 is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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 advised to both parties during the hearing, I issue the attached Order of Possession to be used by the

landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 18, 2017. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 18, 2017. 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 August 28, 2017, is cancelled and of no force or effect.

I notified the landlord that I could not issue a monetary order for a future rent amount not yet due under the tenancy agreement for December 2017 rent. The landlord may file an application at the Residential Tenancy Branch if he requires a monetary order for the \$704.84 as per condition #3 above, if it is unpaid.

The tenant must bear the cost of \$50.00 which is half the application filing fee amount.

The tenant's security deposit of \$600.00 is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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: November 29, 2017

Residential Tenancy Branch