



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR DRI LAT MNDC MT O OLC PSF RR FF MND MNR MNSD
OPR

Introduction

This hearing dealt with applications from both the tenant and the landlord pursuant to the *Residential Tenancy Act* (the *Act*).

Both parties 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.

Both parties confirmed receipt of each other's applications for dispute resolution. I find that both parties were duly served with each other's applications for dispute resolution.

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 November 30, 2017 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlord agreed to accept \$2,200.00 in full satisfaction for all outstanding rent due in relation to this tenancy.

3. The landlord agreed to accept cash for the outstanding amount of \$2,200.00 that is to be paid by the tenant for rent. Upon receipt of these funds, the landlord agreed to provide the tenant with a receipt.
4. The landlord still holds the tenant's security deposit in the amount \$275.00. The security deposit will be dealt with according to the *Act* at the end of the tenancy.
5. 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 10 Day Notice, dated July 30, 2017.
6. The tenant agreed to withdrawn the remaining aspects of her application for dispute resolution.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of both parties 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 November 30, 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 July 30, 2017, is cancelled and is of no force or effect.

I issue a Monetary Order in the landlord's favour in the amount of \$2,200.00 against the tenant. The landlord is provided with a Monetary 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 #2 of the above settlement. Should the tenant fail to comply with this Order,

this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

All remaining aspects of the tenant's application were withdrawn.

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 1, 2017

Residential Tenancy Branch