



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION AND RECORD OF SETTLEMENT

Dispute Codes CNL, ERP, RR, FF

Introduction

This hearing was convened in response to an application by the tenant to cancel the landlord's Notice to End Tenancy for Landlord's Use of Property (Notice to End) with an effective date of November 30, 2017, as well for emergency repairs and to reduce rent. The tenants and the respective agents for the two parties attended the conference call hearing and provided testimony.

Background and Evidence

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, some discussion between the parties led to resolution. As a result the parties confirmed to me that they both agreed as follows;

1. That the tenancy will end and the tenant will vacate by no later than on **January 15, 2018** and the landlord will receive an **Order of Possession** effective on the agreed date.
2. That the tenants may vacate from the rental unit by **4:00 p.m.** on the agreed date and the Order of Possession will state as such.
3. That the landlord will retain the entire security deposit of the tenancy held in trust by the landlord as full and in final satisfaction of all rent owed the landlord to the end of the tenancy.
4. That the tenant withdraws their monetary claims on application, and for all time no further claims will be made by the tenant whatsoever arising from their period or time of occupancy.

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

I Order that the landlord may retain the entire security deposit of the tenancy in satisfaction of the settlement terms of the parties.

It is undisputed it remains available to the landlord, if necessary, to seek remedy for solely *damage to the unit* through dispute resolution.

Both parties testified in the hearing confirming they understood and agreed to the above terms, and that the settlement particulars comprise the full and final settlement of all aspects of this dispute.

Conclusion

The parties settled their dispute in the above terms. The tenant's remaining claims are dismissed without leave to re-apply.

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: December 20, 2017

Residential Tenancy Branch

This Decision is amended pursuant to section 78(1)(b)(c) and (1.1)(a) of the Residential Tenancy Act this 08th day of January 2018, as indicated.