



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("the Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47 and recovery of the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. Both tenants attended for their application. The landlord acknowledged receipt of the tenants' Application for Dispute Resolution package. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began in October 2013. The current monthly rent of \$985.16 is payable on the first of each month. The landlord holds a \$450.00 security deposit that the tenant paid at the outset of the tenancy. The landlord issued a 1 Month Notice on November 20, 2017 on the ground that the tenant had caused extraordinary damage to the landlord's property. The tenant disputed a rental increase by the landlord. As a result of a review of the applicable legislation to the issues raised and a compromise by both the landlord and the tenant, the parties reached a settlement agreement with a move-out date and compensation for the tenant.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The landlord and tenant agreed that the tenant will pay \$1024.56 on February 1, 2018 in total rent for the month of February 2018.
2. The landlord agreed that the tenant will not be required to pay rent for the month of March 2018.
3. The tenant agreed to vacate the rental unit on or before March 31, 2018 at one in the afternoon.
4. The parties agree that they will address the security deposit at the end of tenancy following the provisions of the *Act* provided above and any other relevant sections.

5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis. The amount of rent for February 2018 was reconfirmed as acceptable by both parties. The parties also stated that they understood the nature of this full and final settlement of this residential tenancy matter.

Conclusion

To give effect to the settlement reached between the parties, I grant the landlord a formal copy of an Order of Possession effective March 31, 2018. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give further effect to the settlement reached between the parties, I issue a monetary order in the amount of \$1024.56 to the landlord to be used if and only if the tenant fails to pay rent on February 1, 2018 in accordance with this agreement, her residential tenancy agreement and the Act. The landlord is provided with this monetary Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: January 23, 2018

Residential Tenancy Branch