



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC FFL AS CNC FFT

### Introduction

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

The landlord applied for:

- an order of possession pursuant to section 55; and
- authorization to recover the filing fee for the application from the tenant pursuant to section 72.

The tenant applied for:

- cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order allowing the tenant to assign or sublet because the landlord’s permission has been unreasonably withheld pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As the parties were both in attendance I confirmed that there were no issues with service of the landlord’s 1 Month Notice, the tenant’s application for dispute resolution, the landlord’s application for dispute resolution, and the parties’ evidence. Based on the testimonies of the parties I find that the parties were served with all materials in accordance with sections 88 and 89 of the *Act*.

### 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. This tenancy will continue pursuant to the tenancy agreement and will end on 1:00 pm, April 30, 2018, by which time the tenant and any other occupants will have vacated the rental unit.
2. The \$550.00 security deposit, currently held by the landlord, will be handled at the end of the tenancy in accordance with the *Act*.
3. The landlord will provide a written letter of reference for the tenant.
4. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and the landlord's 1 Month Notice is withdrawn and of no further effect.
5. This settlement agreement constitutes a full, final and binding resolution of the tenant's application at this hearing.

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 advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on April 30, 2018. 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.

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 25, 2018

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Residential Tenancy Branch