



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FF

Introduction

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

- cancellation of a 1 Month Notice to End Tenancy for Cause; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their testimony, to call witnesses, and to make submissions. The corporate landlord was represented at the hearing by C.C., while the tenant was assisted at the hearing by her agent D.V.

The tenant confirmed receipt of the landlord's 1 Month Notice, while the landlord confirmed receipt of the tenant's dispute resolution package. In accordance with sections 88 and 89 of the *Act*, I find that both parties were duly served.

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) The tenant agreed to vacate the rental unit by 1:00 P.M. on March 10, 2018.
- 2) The landlord agreed to waive rent in its entirety for March 2018.

- 3) The landlord agreed to pay half of all bills associated with the rental unit for Hydro and Fortis during the period of occupation running from March 1 to March 10, 2018.
- 4) Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's 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.

Conclusion

The landlord shall be granted a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit by 1:00 P.M. on March 10, 2018, the landlord may enforce this Order in the Supreme Court of British Columbia.

The landlord agreed not to accept rent for the remainder of the tenancy.

The landlord agreed to pay half of all bills related to Hydro and Fortis from March 1 to March 10, 2018.

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: February 7, 2018

Residential Tenancy Branch