



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNC

### Introduction

This This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice").

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

As both parties were present I confirmed service. The parties testified that they were each served with the materials. I find that the parties were respectively served with the 1 Month Notice, the tenant's application for dispute resolution, and their respective evidence 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 in accordance with the tenancy agreement.
2. The landlord's 1 Month Notice is cancelled and of no further force or effect.

3. The tenant will pay the full rent amount of \$875.00 to the landlord on the first of each month. The tenant will direct that rent payment be paid directly by government services to the landlord as soon as practicable.
4. The tenant will pay the landlord \$116.18 in the following installments.
  - a. \$50.00 to be paid by 5:00pm on February 2, 2018;
  - b. \$33.09 to be paid by 5:00pm on March 1, 2018; and
  - c. \$33.09 to be paid by 5:00pm on April 1, 2018.
5. This settlement agreement constitutes a final and binding resolution of the landlord'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 tenants by the landlord **only** if the tenants fail to pay the monthly rent by the first of the month for any month until February, 2019. 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.

I issue a monetary Order in the landlord's favour in the amount of \$116.18, to be used **only** in the event that the tenants do not abide by the monetary terms of the settlement agreement outlined above. Should the tenants 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.

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 1, 2018

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Residential Tenancy Branch