



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking cancellation of the One Month Notice to End Tenancy for Cause (the “One Month Notice”), an order for the Landlords to comply with the Act, regulation, or tenancy agreement, and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant and the Landlords. All parties provided affirmed testimony.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Tenant agrees to pay \$900.00 in rent by 11:59 P.M. on March 1, 2018.
2. The parties agree that if the Tenant complies with section 1 of this agreement, the tenancy will continue until 1:00 P.M. on March 31, 2018, at which point the tenancy will end and the Tenant will move out.
3. The Tenant agrees to vacate the rental property by 1:00 P.M. on March 31, 2018.
4. The Tenant agrees to abide by the conditions of the tenancy agreement for the duration of the tenancy. In particular, the Tenant agrees that there will be no smoking or unreasonable noise on the premises, that no other occupant will reside in the rental unit with her, and that she will only have guests over within reason.
5. The parties agree that on or before 1:00 P.M. on March 31, 2018, a walk-through inspection will be completed by both parties and that provided there is no damage to the rental unit, the Landlords will return the security deposit to the Tenant in full by cash or cheque at the time of move-out.
6. The parties agree that they are each at liberty to have a third party witness present for the inspection should they wish to do so.

7. The Parties agree that the return of the security deposit does not preclude the Landlords from filing additional claims for loss or damage to the rental unit after the end of the tenancy.
8. The parties agree that they remain at liberty to file future claims in relation to this tenancy that have not been dealt with as part of this settlement agreement.
9. The Landlords agree to withdraw the One Month Notice.
10. The Tenant agrees to withdraw her claim seeking cancellation of the One Month Notice, an order for the Landlords to comply with the *Act*, regulation, or tenancy agreement, and recovery of the filing fee.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords an Order of Possession, effective at **1:00 P.M. on March 31, 2018**. The Landlords are provided with **this 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 this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords a Conditional Monetary Order in the amount of **\$900.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlords **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment schedule set out in the mutual settlement agreement.

The Landlords are provided with this Monetary Order in the above terms and should the Tenant fail to meet the conditions of the payment schedule, the Tenant must be served with this Order as soon as possible. Should the Tenant 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: March 2, 2018

Residential Tenancy Branch