



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's two 1 Month Notices to End Tenancy for Cause ("two 1 Month Notices"), pursuant to section 47.

The landlord, the tenant, and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 40 minutes in order to allow both parties to negotiate a full settlement of this application.

The tenant confirmed that her advocate had permission to speak on her behalf as an agent at this hearing. The landlord confirmed that she was the resident manager for this rental unit and that she had authority to speak on behalf of the landlord owner of this rental unit as an agent at this hearing (collectively "landlord").

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant's advocate confirmed receipt of the landlord's written evidence package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

Both parties confirmed that they were ready to proceed with the hearing and settle this application. Neither party requested an adjournment of the hearing or identified any service of document issues or procedural issues.

Settlement Terms

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 and orders. 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. Both parties agreed that this tenancy will end by 1:00 p.m. on August 31, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than 1:00 p.m. on August 31, 2018, provided that the tenant first gives at least 7 days' written notice to the landlord;
3. The landlord agreed that all notices to end tenancy issued to date, by the landlord to the tenant, are cancelled and of no force or effect;
4. The landlord agreed not to pursue any monetary claims against the tenant, relating to water damage in the unit below the tenant's rental unit;
5. Both parties agreed that the tenant's security deposit will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The tenant's advocate affirmed under oath that he had permission and authority to make this settlement agreement on behalf of the tenant as an agent. He confirmed that the tenant agreed and understood that she was bound by all of the above settlement terms.

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 used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2018. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 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.

All notices to end tenancy issued to date, by the landlord to the tenant, are cancelled and of no force or effect.

The tenant's security deposit is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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 26, 2018

Residential Tenancy Branch