



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF; CNC

Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 56; and
- authorization to recover the filing fee for his application, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated March 10, 2018 ("1 Month Notice"), pursuant to section 47.

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. This hearing lasted approximately 39 minutes in order to allow both parties to negotiate a full settlement of both applications.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the tenant's application to cancel the landlord's 1 Month Notice, on May 7, 2018 at 9:00 a.m. The landlord confirmed that he received the tenant's application for that matter. Both parties agreed to settle the tenant's application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

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 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. Both parties agreed that this tenancy will end by 1:00 p.m. on May 15, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant may vacate the rental unit earlier than 1:00 p.m. on May 15, 2018, provided that he first gives the landlord at least one day's notice, and on the following term;
 - a. the landlord agreed to pro-rate the tenant's rent until the date that the tenant vacates the rental unit;
3. Both parties agreed that the tenant owes monthly rent of \$700.00 to the landlord from April 16 to May 15, 2018, if the tenant occupies the rental unit during this time, and the landlord already has the tenant's rent cheque for this time period in his possession;
4. The landlord agreed to return the tenant's rent cheques to the tenant, for the period from May 16 to September 15, 2018, by 1:00 p.m. on May 15, 2018;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application scheduled for a future hearing at 9:00 a.m. on May 7, 2018, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;
 - b. The landlord agreed that his 1 Month Notice, dated March 10, 2018, is cancelled and of no force or effect;
6. The landlord agreed to bear the cost of the \$100.00 filing fee paid for his application;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications 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.

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 May 15, 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 May 15, 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.

The landlord must bear the cost of the \$100.00 filing fee paid for his application.

The tenant's application, scheduled for a future hearing on May 7, 2018 at 9:00 a.m., is settled by way of this agreement and neither party is required to attend the future hearing.

The landlord's 1 Month Notice, dated March 10, 2018, is cancelled and of no force or effect.

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: April 06, 2018

Residential Tenancy Branch