



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNQ, CNR, LRE, FFT

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act*. (the *Act*), I was designated to hear this matter. This hearing dealt with the tenant's application for:

- an Order to cancel a 10 Day Notice pursuant to section 46 (4) of the *Act*;
- an Order to cancel a 2 Month Notice pursuant to section 49.1 of the *Act*;
- an Order restricting the landlord's right to enter pursuant to section 70 of the *Act*;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72 of the *Act*.

The landlord and the tenant attended the hearing by way of teleconference. The landlord, and the tenant were given a full opportunity to be heard, to present affirmed testimony, to make submissions and, to call witnesses.

### Issue(s) to be Decided

Is the tenant entitled to an Order to cancel the 10 Day Notice?

Is the tenant entitled to an Order to cancel the 2 Month Notice?

Is the tenant entitled to an Order restricting the landlord's right to enter the premises?

Is the tenant entitled to recover the filing fee from the landlord?

### 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, reached a settlement of their dispute.

The parties agreed to the following full and final binding settlement of all issues currently in dispute as between them:

1. The June rent owing in the amount of \$1,700.00, shall be paid in full on June 5, 2018.
2. The balance now owing for utilities in the amount of \$300.00, shall be paid in full on June 5, 2018.
3. The payment for utilities owing for the month of June in the amount of \$135.00, shall be paid in full on June 5, 2018.
4. The tenancy shall end on July 31<sup>st</sup>, 2018, and the tenant shall vacate the premises no later than 2:00 PM that day.
5. The landlord shall not pursue any claims as set out in the 10 Day Notice or the 2 Month Notice.
6. The tenant withdrew the claim for all Orders sought in his Application.
7. The tenant withdrew the claim for the filing fee.
8. The parties agreed that this settlement agreement constitutes the full and final binding resolution of the tenant's application.

The eight terms as set out above constitute the full and final settlement of all aspects of this dispute for both parties. The parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. The parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of their dispute.

## Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, the tenant's application is noted as withdrawn, subject to the eight terms of the settlement as set forth above.

I grant an Order of Possession to the landlord effective **July 21, 2018, at 2:00 P.M.** Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia

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: June 06, 2018

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Residential Tenancy Branch