



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated March 16, 2018 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the tenant and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant confirmed that his agent had permission to speak on his behalf at this hearing. This hearing lasted approximately 54 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 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.

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 September 30, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
 - a. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than 1:00 p.m. on September 30, 2018, provided that he first gives at least 30 days' written notice to the landlord, which notice will be effective for the tenant to vacate by the end of the applicable month;
2. The landlord agreed that his 1 Month Notice, dated March 16, 2018, is cancelled and of no force or effect;
3. The landlord agreed to reimburse the tenant \$50.00, which represents half the cost of the filing fee paid for this application, on the following terms;
 - a. the tenant's rent due to the landlord on July 1, 2018, will be reduced by \$50.00;
 - b. the tenant will supply the landlord with a new replacement rent cheque for July 2018 in the amount of \$900.00 by leaving a copy in the tenant's locked mailbox by June 8, 2018;
 - c. the landlord will return the tenant's old July 2018 rent cheque in the amount of \$950.00 by leaving it in the tenant's locked mailbox by June 8, 2018, after first receiving the tenant's new replacement rent cheque;
4. The tenant agreed to bear the cost of \$50.00, which represents half the cost of the filing fee paid for this application;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his 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.

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 September 30, 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 September 30, 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's 1 Month Notice, dated March 16, 2018, is cancelled and of no force or effect.

I order the tenant to deduct \$50.00 from his rent due to the landlord on July 1, 2018. I order the tenant to provide the landlord with a new rent cheque of \$900.00 for July 2018 and for the landlord to return the tenant's old July 2018 rent cheque of \$950.00 upon receipt of the tenant's new replacement cheque, both by June 8, 2018.

The tenant must bear the cost of \$50.00, which represents half the cost of the application filing fee.

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 05, 2018

Residential Tenancy Branch