



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WILLOW POINT REALTY
and [tenant name suppressed to protect privacy]

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 1 Month Notice to End Tenancy for Cause, dated May 23, 2018 ("1 Month Notice"), pursuant to section 47.

The landlord's agent ("landlord") and the tenant 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 landlord confirmed that she was the owner of the landlord company named in this application and that she was the property manager for the owner of the rental unit. She stated that she had permission to speak on behalf of the landlord company and the owner of the rental unit, at this hearing. The tenant confirmed that she wanted to call two witnesses, who were excluded from the outset of the hearing, but they were not required since the parties settled this application. This hearing lasted approximately 35 minutes.

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 October 15, 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 October 15, 2018, provided that she first gives at least two weeks' written notice to the landlord;
 - a. The landlord agreed to inquire with the owner of the rental unit by July 31, 2018, as to whether he will prorate the tenant's rent according to when she vacates the rental unit if it is before October 15, 2018, and to inform the tenant about it by August 7, 2018;
3. The landlord agreed that the landlord's 1 Month Notice, dated May 23, 2018, was cancelled and of no force or effect;
4. The tenant agreed to pay the landlord \$337.50 by October 1, 2018 and the landlord agreed to accept this towards all rent owing from October 1 to 15, 2018;
 - a. The tenant agreed to inform the Ministry that issues her rent to the landlord, to only pay the landlord \$337.50 for rent for October 2018 and to inform the landlord about it by August 7, 2018;
5. Both parties agreed that they will not disclose this settlement agreement to any other tenants at the rental property;
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.

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 October 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 October 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's 1 Month Notice, dated May 23, 2018, is cancelled and of no force or effect.

I order the tenant to pay the landlord \$337.50 by October 1, 2018, towards all rent owing to the landlord from October 1 to 15, 2018.

I order both parties to comply with the remaining settlement terms noted above.

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: July 25, 2018

Residential Tenancy Branch