



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, 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 May 25, 2018 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

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 37 minutes.

The landlord was in receipt of the tenant's application for dispute resolution hearing package and the tenant was in 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. The tenant had an objection to the late receipt of the landlord's written evidence package but both parties agreed to voluntarily settle this application so I make no findings regarding service of 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. The tenant agreed that she will not rent out the rental unit or collect rent for the rental unit from any other occupants whether on Airbnb or otherwise, effective immediately on July 24, 2018 and for the remainder of this tenancy;
3. The tenant agreed that she will pay full rent of \$2,800.00 to the landlord for each month by August 1, 2018 and September 1, 2018;
4. The tenant agreed to pay rent of \$1,400.00 to the landlord by October 1, 2018 and the landlord agreed to accept this rent for the period from October 1 to 15, 2018;
5. The landlord agreed that his 1 Month Notice, dated May 25, 2018, was cancelled and of no force or effect;
6. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. 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. 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.

I order the tenant to pay rent of \$2,800.00 for each month to the landlord by August 1, 2018 and September 1, 2018 and rent of \$1,400.00 to the landlord by October 1, 2018.

The landlord's 1 Month Notice, dated May 25, 2018, is cancelled and of no force or effect.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

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 24, 2018

Residential Tenancy Branch