



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 an application by the tenant under the Residential Tenancy Act (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) under section 47 of the *Act*;
- Recovery of the filing fees to this application from the landlord pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given full opportunity to provide affirmed testimony, present evidence, cross examine the other party and make submissions. The landlord acknowledged receipt of the tenant’s Notice of Hearing and Application for Dispute Resolution. No issues of service were raised. I find the landlord was served under section 89.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agree as follows:

- The month-to-month tenancy between the parties continues pursuant to the terms of the lease and will end on October 31, 2018 at 1:00 PM at which time the tenant and all occupants will have vacated the unit;
- The tenant will pay to the landlord on or before October 31, 2018 at 1:00 PM the sum of \$1,100.00 being the amount agreed between the parties as being owed by the tenant for rent for the month of October 2018;
- The security deposit of \$600.00 held by the landlord will be dealt with according to the *Act* at the end of the tenancy;
- Any sum owing for utilities will be dealt with by the parties at the end of the tenancy;
- The tenant withdraws his claim for reimbursement of the filing fee under section 72.

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession effective 1:00 PM on October 31, 2018 which must be served upon the tenant, should the tenant fail to vacate the unit.

To give effect to the settlement reached between the parties, I issue to the landlord the attached monetary order requiring the tenant to pay the sum of \$1,100.00 to the landlord on or before 1:00 PM on October 31, 2018 to be served upon the tenant only if the tenant fails to pay the full amount by that time.

These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties are still bound by all the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this dispute.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I grant the landlord the attached order of possession effective 1:00 PM on October 31, 2018 which must be served upon the tenant, should the tenant fail to vacate the unit.

If the tenant does not comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

I grant the landlord the attached monetary order to be served on the tenant by the landlord **only** if the tenant fails to pay the landlord the full amount of **\$1,100.00** by 1:00 PM on October 31, 2018.

Should the tenant fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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: October 26, 2018

Residential Tenancy Branch