



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC

Introduction

On November 7, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on October 23, 2018, and for more time to file to dispute a notice. The matter was set for a conference call.

Both the Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Notice issued on October 23, 2018, be cancelled pursuant to section 47 of the *Act*?
- If not, Is the Landlord entitled to an order of possession pursuant to section 55 of the *Act*?

Background and Evidence

The parties testified that the tenancy began approximately a year and a half ago, neither party could recall the exact date. Rent in the amount of \$785.00 is to be paid by the first day of each month and Tenant paid the Landlord a \$392.50 security deposit.

Both parties agreed that the Tenant was personally served with the Notice issued on October 23, 2018. The Notice explains that the Tenant had ten days to dispute the Notice. The Tenants filed to dispute the notice on November 7, 2018.

During the hearing, both parties expressed a desire to enter into a mutual agreement to extend the move out date on the Notice.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Notice issued October 23, 2018, is cancelled.
2. The Tenant will move out of the rental unit by February 28, 2019, at 1:00 p.m.
3. The Tenant will continue to pay rent as per her tenancy agreement until the tenancy has ended in accordance with this settlement agreement.
4. The Tenant may issue the Landlord a 2-Day written notice to end the tenancy before February 28, 2019.
5. If the Tenant exercises the above option, the Landlord will refund the portion of the rent paid for that month, after the 2-Day notice period has expired, on a per diem basis.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, an **Order of Possession** dated **February 28, 2019**, will be granted to the Landlord to be served on the Tenant in accordance with this agreement.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlord to be served on the Tenant effective not later than 1:00 p.m. on **February 28, 2019**. The Landlord is provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. 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: December 17, 2018

Residential Tenancy Branch