



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNC FFT

This is an application by the tenant pursuant to the *Residential Tenancy Act* (the *Act*) for:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their affirmed testimony and to make submissions. 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 agreed as follows:**

- The month-to-month tenancy between the parties continues pursuant to the terms of the tenancy agreement and will end at 1:00 PM on March 31, 2019, at which time the tenant and all occupants will have vacated the unit;
- The tenant acknowledges a continuing obligation to pay rent of \$2,704.00 on the first day of each month and agrees that if he fails to do so, the landlord will forthwith serve an order of possession upon him, effective two days after service;
- The parties agree the landlord is granted an order of possession to be served by the landlord upon the tenant if the tenant remains in the unit after 1:00 PM on March 31, 2019 or if the tenant fails to pay rent as required in the tenancy agreement and in this settlement agreement.
- The parties agree the landlord holds a security deposit of \$1,300.00 and a pet damage deposit of \$1,300.00 from the tenant for a total of \$2,600.00 (together, “the deposits”); the deposits shall to be dealt with in accordance with the *Act* at the end of the tenancy.

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession which must be served upon the tenant, should the tenants and all occupants fail to vacate the unit by 1:00 PM on March 31, 2019 or fail to pay rent when due pursuant to the terms of the tenancy agreement and the settlement agreement between the parties of December 21, 2018.

These terms comprise the full and final settlement of all aspects of these applications for both parties.

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

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

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession which must be served upon the tenant, should the tenants and all occupants fail to vacate the unit by 1:00 PM on March 31, 2019 or fail to pay rent when due pursuant to the terms of the tenancy agreement and the settlement agreement between the parties of December 21, 2018. If the tenant fails to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Further to the settlement reached by the parties, I dismiss all claims by both parties in this application without leave to reapply.

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 27, 2018

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Residential Tenancy Branch