



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding H & S PROPERTIES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes** CNC ERP LRE PSF RR

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlords to make repairs to the rental unit pursuant to section 33;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlords to provide services or facilities required by law pursuant to section 65; and
- an order to suspend or set conditions on the landlords' right to enter the rental unit pursuant to section 70.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

At the outset of the hearing, the tenant indicated that he is moving out on January 31, 2019, and is withdrawing his entire application. Accordingly, the tenant's entire application is cancelled.

The tenant testified that the landlords still hold both his damage and pet damage deposits in the amount of \$475.00 each deposit. The tenant provided his forwarding address during the hearing to the landlord in the hearing for the purposes of obtaining the return of both deposits after the tenancy ends.

### **Analysis**

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 or an order. 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 entered into a mutual agreement that this tenancy will end on January 31, 2019 at 5:00 p.m., by which date the tenant(s) and any other occupants will have vacated the rental unit.
2. Both parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlords' 1 Month Notice, dated December 2, 2018.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified 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 discussed with them during the hearing, I issue an Order of Possession to the landlords, which is to take effect by 5:00 p.m. on January 31, 2019.

The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant(s) 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 December 2, 2018 is cancelled and is of no force or effect.

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: January 21, 2019

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Residential Tenancy Branch