



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, CNR

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated January 29, 2019 ("One Month Notice"), and to cancel the 10 Day Notice of End of Tenancy for Unpaid Rent dated February 4, 2019 ("10 Day Notice"),.

The Tenant, B.M., and an agent for the Landlord, J.F. (the "Agent") appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and respond to the testimony of the other Party; I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Neither party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence.

### Preliminary and Procedural Matters

At the outset of the hearing, the Parties agreed that the respondent Landlord was incorrectly named on the Application. Pursuant to section 64(3) of the *Act*, I corrected the name of the Landlord on the style of cause of this decision and the attached order, as instructed by the Agent.

In addition, the Parties provided their email addresses in the hearing, and they confirmed their understanding that the decision would be emailed to both Parties.

### Settlement Agreement

During the hearing, the Parties agreed to settle the matters on the following conditions:

1. The Parties agree to mutually withdraw the One Month and the 10 Day Notices.
2. The Parties agree that the Tenant will pay \$585.00, the remaining amount of rent she owes the Landlord for March 2019, by paying this amount of cash to the Agent at her office on March 20, 2019.
3. The Tenant withdraws this Application in full as part of this mutually settled agreement.
4. The Parties agree that the tenancy will end on March 31, 2019 at 1 p.m., as the Tenant will vacate the rental unit by that time and date.
5. The Parties agree that the Landlord will receive an order of possession dated March 31, 2019 at 1 p.m., as part of this mutually settled agreement.
6. The rights and obligations of the Parties under the *Act* continue until the tenancy ends in accordance with this agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

### Conclusion

This matter was resolved by way of mutually settled agreement. I order the Parties to comply with their settlement agreement described above. I grant the Landlord an order of possession of the rental unit dated March 31, 2019 at 1 p.m.

This decision is final and binding on the Parties, unless otherwise provided under the *Act*, and 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: March 19, 2019

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Residential Tenancy Branch