



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenant pursuant to 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*.

Both parties attended the hearing and had 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. Neither party raised issues of service. I find the tenant served the landlord in accordance with section 89 of the *Act*.

Both parties had an 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 55 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 between them and will end on June 30, 2019 at 1:00 PM at which time the tenant and all occupants will have vacated the unit;

- The parties agree that the tenant may vacate the unit earlier than June 30, 2019 without providing one month's notice if she locates a unit to which she may move earlier; and
- The security deposit of \$550.00 held by the landlord will be dealt with according to 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, **only if** the tenant fail to vacate the unit by 1:00 PM on June 30, 2019.

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 affect to the settlement reached between the parties, I grant the landlord an order of possession which must be served upon the tenant, **only if** the tenant fails to vacate the unit by 1:00 PM on June 30, 2019.

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: April 09, 2019

---

Residential Tenancy Branch