



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, CNC, MNDC, PSF, FFT

### Introduction

On February 25, 2020, 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; for the Landlord to provide services or facilities required by law; for money owed or compensation for adage or loss; and to recover the filing fee for the Application.

This matter was scheduled as a teleconference hearing. The Landlord and Tenant appeared at the hearing. The Tenant was assisted by an advocate. The hearing process was explained, and the participants were asked if they had any questions. All parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end on **July 31, 2020**.
2. The parties agree that the Landlord is granted an order of possession effective **July 31, 2020**. For enforcement, the Landlord must serve the Tenant with the order of possession.
3. The Landlord withdraws the One Month Notice to End Tenancy for Cause dated February 24, 2020 as part of this mutually settled agreement.
4. The Tenant withdraws his application to cancel the One Month Notice as part of this mutually settled agreement.
5. The parties agree that the Tenant may end the tenancy prior to July 31, 2020 without penalty.
6. The Landlord agrees to repay the \$100.00 fee that the Tenant paid for the application. The Tenant is authorized to deduct \$100.00 from one future rent payment.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective July 31, 2020, at 1:00 p.m. This order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: May 01, 2020

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Residential Tenancy Branch