



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Seville Management and Leasing
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing was convened in response to an application by the Tenant for an order cancelling a notice to end tenancy pursuant to section 46 of the *Residential Tenancy Act* (the “Act”).

Both Parties attended the conference call hearing. At the onset, both Parties indicated their desire to reach an agreement to resolve the dispute and during the hearing did reach a settlement agreement. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of this matter.

Background

The tenancy started on January 1, 2017. At the outset of the tenancy, the Landlord collected a security deposit of \$625.00.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end at 1:00 p.m. on Friday June 25, 2021;**
- 2. The Landlord will retain the security deposit of \$625.00 plus zero interest and will not make any claims against the Tenant for unpaid rent if the Tenant leaves the unit reasonably clean and undamaged except for reasonable wear and tear; and**

3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above.

To give effect to the agreement I grant the Landlord an **Order of Possession** effective 1:00 p.m. on June 25, 2021. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I also order the Landlord to retain the security deposit plus zero interest of \$625.00.

Conclusion

The Parties have settled the dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 22, 2021

Residential Tenancy Branch