



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

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

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47; and
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62.

The landlord, the tenant and the tenant's advocates, R.P. and J.A. attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties confirmed their email addresses for service of this decision and order.

Both parties agree that the tenant served the landlord with this application for dispute resolution via email; however, neither could recall on what date. I find that the landlord was sufficiently served for the purposes of this *Act*, pursuant to section 71 of the *Act*, with the tenant's application for dispute resolution because the landlord confirmed receipt.

The tenant's application for dispute resolution did not correctly state the address of the subject rental property. Both parties agreed on the correct address. Pursuant to section 64 of the *Act*, I amend the tenant's application for dispute resolution to state the correct address of the subject rental property.

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, engaged in a conversation, 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:

1. The landlord agrees to cancel the One Month Notice.
2. The tenant agrees to move out of the subject rental property by 8:00 p.m. on October 31, 2021.
3. The tenant agrees to allow the landlord to retain \$654.00 from her security deposit for damage to a door at the subject rental property.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, 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 the attached Order of Possession to the landlord effective at 8:00 p.m. on October 31, 2021. The Order of Possession should be served on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: October 07, 2021

Residential Tenancy Branch