



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, FFT

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a One Month Notice to End Tenancy for Cause and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on February 11, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in January was sent to the Landlord, via registered mail. The female Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On April 21, 2022 the Landlord submitted evidence to the Residential Tenancy Branch. The female Landlord stated that on April 20, 2022 this evidence was served to an adult who lives with the Tenant. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

After some discussion about the terms of the tenancy agreement and the One Month Notice to End Tenancy for Cause that was served to the Tenant, the Landlord and the Tenant mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on May 01, 2022; and
- The Landlord will return the security deposit of \$545.00, by e-transfer, on May 01, 2022, providing the rental unit is left undamaged and in reasonably clean condition.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. Both Landlords and the Tenant clearly indicated their intent to resolve this dispute under these terms.

Both Landlords and the Tenant acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

Both Landlords and the Tenant acknowledged that they understood the agreement was final and binding.

Conclusion

All issues in dispute at these proceedings have been settled in accordance with the aforementioned tenancy agreement.

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective on **at 1:00 p.m. on May 01, 2022**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: April 29, 2022

Residential Tenancy Branch