



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) filed by the Tenant under the Residential Tenancy Act (the Act), seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (One Month Notice); and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 11:00 A.M. on September 27, 2022, and was attended by the Tenant, the Landlord, and the Landlord's spouse R.B. All parties provided affirmed testimony. As the Landlord acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP) and raised no concerns with regards to service method or date, I find the Landlord was sufficiently served for the purposes of the Act and the Residential Tenancy Branch Rules of Procedure (Rules of Procedure), and the hearing therefore proceeded as scheduled.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised during the hearing that there is no obligation to resolve the dispute

through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end at 1:00 P.M. on October 2, 2022, and the Tenant agrees to vacate the rental property by that date and time.
2. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.
3. The Landlord and Tenant agree that the Landlord may retain \$77.42 from the \$600.00 security deposit currently held in trust by the Landlord, for per-diem rent for the period of October 1, 2022 – October 2, 2022 ( $\$1,200.00/31 \text{ days} = \$38.72$  per day). The remaining \$522.58 balance of the security deposit is to be dealt with in accordance with the Act.

This settlement agreement was reached in accordance with section 63 of the Act.

### Conclusion

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

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective 1:00 P.M. on October 2, 2022. This Order must be served on the Tenant as soon as possible. Should the Tenants fail to comply with this Order, this order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: September 27, 2022

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Residential Tenancy Branch