



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on September 29, 2022, wherein the Tenant sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, issued on October 5, 2022 (the "Notice"), an Order that the Landlord comply with the *Residential Tenancy Act* (the "Act"), the *Residential Tenancy Regulations*, and/or the residential tenancy agreement, and recovery of the filing fee.

The hearing of the Tenant's Application was scheduled for 9:30 a.m. on November 18, 2022. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

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.

The terms of their settlement follow.

1. The tenancy shall end and the Tenant shall vacate the rental unit by no later than **4:00 p.m. on November 30, 2022.**
2. The Landlord is granted an Order of Possession effective **4:00 p.m. on November 30, 2022.** The Landlord must serve the Order on the Tenant as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.
3. The parties may agree to apply the Tenant's \$600.00 security deposit to the outstanding rent of \$1,200.00.
4. The Landlord shall collect the Tenant's mail and shall inform the Tenant of any incoming mail until the Tenant's change of address is effective.

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: November 22, 2022

Residential Tenancy Branch