



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CARMA COURT APTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47.
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained.

Delivery of Decision

Each party confirmed their email address to which a copy of the Decision will be sent.

Settlement

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Under section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute. If the parties do so during the hearing, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that

the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenant will vacate the unit by 1:00 PM on July 31, 2023.
2. When the tenant vacates, all items left by the tenant in the unit and storage lockers will belong to the landlord who will dispose of them as they choose without notice to the tenant, without compensation, and without compliance with the storage provisions of the Act.
3. The tenant waives all right to return of the security deposit.

In support of this settlement and with the agreement of both parties, I grant the landlord an Order of Possession Lgetsas follows:

1. Order of Possession effective 1:00 PM on July 31, 2023.

The Order(s) must be read in conjunction with the above settlement agreement and **the landlord must not seek to enforce the Order of Possession** on the tenant unless the tenant fails to meet the conditions of this agreement.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy. Should the parties fail to comply with these Order(s), the Order(s) may be filed and enforced as Order(s) of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution for settled on the above terms of settlement.

Pursuant to the above settlement, I issue the following Order(s):

1. Order of Possession effective 1:00 PM on July 31, 2023.

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: May 29, 2023

Residential Tenancy Branch