



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 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.

The tenant AK attended for the tenants (“the tenant”). The landlord attended.

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered.

Neither party made any adjournment or accommodation requests.

No issues were raised regarding service. I find service complied with the *Act*.

The parties confirmed the addresses to which the Decision would 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.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

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 tenancy between the parties will end at 1:00 PM on November 30, 2023, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The tenant may vacate the unit earlier on the provision of one month's notice to the landlord.
- 3) The tenant will pay rent by bank transfer to the landlord at the email address on the first page, by 1:00 PM on the first of each month.
- 4) The service addresses for the parties are the email addresses on the first page which were exchanged during the hearing.
- 5) The parties will address the issue of the security deposit at the end of the tenancy.

In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on November 30, 2023,, and after service on the tenant. The landlord may serve and enforce this

Order if the tenant fails to move out as specified above.

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.

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

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

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

This application is settled on the above terms.

The landlord is granted an Order of Possession effective 1:00 PM on November 30, 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 04, 2023

Residential Tenancy Branch