



# 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.

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

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

### *Delivery of Decision*

The parties confirmed the email addresses to which the Decision would be sent.

### Settlement

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.

I informed the parties I do not provide advice and I do not make my Decision during the hearing.

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. If the parties settle, 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 July 31, 2023, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The landlord agreed to pay the tenant \$300.00 on the final date of the tenancy for damage caused to the tenant's possessions by a previous occupant.
- 3) The landlord will not pay rent for July 2023 and will pay utilities until the final date of the tenancy.
- 4) The upcoming hearing referenced on the first page is cancelled.
- 5) The issue of the return of the deposits will be dealt with by the parties at the end of the tenancy.

In support of this settlement and with the agreement of both parties, I grant the tenant the following:

1. Monetary Order in the amount of \$300.00

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

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 July 31, 2023

The tenant is granted a Monetary Order of \$300.00

The Orders may be filed and enforced in the courts of the Province of BC.

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 25, 2023

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Residential Tenancy Branch