



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding H.W. ROOMS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC LAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for: cancellation of the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47; and an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

Both parties attended the hearing. The tenant was assisted by an advocate. Both parties were given a full opportunity to be heard, to present their testimony and to make submissions. The landlord confirmed receipt of the tenant's Application for Dispute Resolution and the tenant confirmed receipt of the evidentiary materials submitted for this 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.

Background and Evidence

The current tenancy agreement between the parties is dated as starting October 1, 2016 however the tenant testified that he has lived in the rental unit for a few years. He testified that his original rental amount was \$375.00 and that he now pays \$490.00 per month. The landlord confirmed that he continues to hold a \$187.50 security deposit paid by the tenant at the outset of original tenancy. The tenant applied to dispute the landlord's 1 Month Notice issued by the landlord. The landlord's 1 Month Notice indicates that the tenancy should end on the ground that the tenant has breached a material term of the tenancy.

Without conceding a breach of the terms of the tenancy, the tenant agreed that he would vacate the rental unit at a date agreed upon by both parties. The landlord agreed to provide the tenant with the return of his security deposit and time to find a new home.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, 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 mutually agreed as follows:

1. The parties agreed that the tenant will pay rent for use and occupancy only for the month of June 2017 in accordance with the current rental agreement.
2. The parties agreed that, if the tenant continues to reside in the rental unit for the month of July 2017, the tenant will pay rent for use and occupancy only for the month of July 2017 in accordance with the terms of the current rental agreement.
3. The landlord agreed to pay the tenant \$187.50 (the full amount of the tenant's security deposit) on July 30, 2017 by 4:00 p.m.
4. The tenant agreed to vacate the rental unit on or before on July 30, 2017 by 4:00 p.m.
5. The parties agreed that the landlord is entitled to be provided with an Order of Possession to be used if and only if the tenant fails to pay rent for the month of July 2017 in accordance with his tenancy agreement.
6. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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.

Conclusion

In order to give effect to this agreement, **I order that the landlord return the full amount of the tenant's \$187.50 security deposit by July 30, 2017** as above.

To give further effect to this agreement, the landlord is provided with a formal copy of an Order of Possession effective July 1, 2017 ***to be used if and only if the tenant has fails to pay rent for the months that he resides in the rental unit as above.*** Should the tenant(s) be served with and fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 12, 2017

Residential Tenancy Branch