



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MNDC MNR MNSD OPC OPR

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession based on a 1 Month Notice to End Tenancy for Cause ("1 Month Notice") and a 10 day Notice to End Tenancy for Unpaid rent ("10 Day Notice") pursuant to sections 47 & 46 of the *Act*. The landlord has also applied for a Monetary Order for unpaid rent pursuant to section 67 of the *Act*, for an order to retain the tenant's security deposit and for a return of the filing fee.

Both the tenant and the landlord appeared at the hearing. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application") and evidence by way of Canada Post Registered Mail. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served copies of the landlord's application and evidence.

The tenant confirmed receipt of the landlord's 1 Month Notice and 10 Day Notice, issued in person on April 29, 2017. Accordingly, I find that both the 1 Month Notice and the 10 Day Notice were served on the tenant in accordance with section 88 of the *Act*.

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties entered into a mutual agreement that this tenancy will end on September 30, 2017 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlord still holds the tenant's security deposit in the amount \$425.00. The security deposit will be dealt with according to the *Act* at the end of the tenancy.
3. The landlord withdrew the 1 Month Notice dated April 29, 2017.
4. The landlord withdrew the 10 Day Notice dated April 29, 2017.
5. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 1 Month or 10 Day Notices, dated April 29, 2017.
6. The tenant agrees to pay the landlord a Monetary Order of \$1,700.00 in satisfaction for unpaid rent for the months of June and July 2017.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 P.M. on September 30, 2017. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant fail to

comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord is granted a Monetary Order of \$1,700.00 in satisfaction for unpaid rent for the months of June and July 2017. The landlord is provided with a Monetary Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord's 1 Month and 10 Day Notice, dated April 29, 2017, are cancelled and are of no force or effect.

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: July 24, 2017

Residential Tenancy Branch