



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MT, OLC, FF

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein she sought to cancel a 1 Month Notice to End Tenancy for Cause issued on November 1, 2017 (the "Notice"), more time to apply to cancel the Notice, an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement as well as recovery of the filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The Tenant named her children on the Application for Dispute Resolution. The only named Tenant on the Notice was the Tenant, T.C. Pursuant to section 64(3)(c) of the *Residential Tenancy Act* and Rule 4.2 of the *Residential Tenancy Branch Rules of Procedure*, I amend the Tenant's Application to remove her daughters' names.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the nature of this full and final settlement of this matter.

The terms of their settlement follow.

Settlement and Conclusion

1. The tenancy shall end and the Tenant shall vacate the rental unit by no later than **1:00 p.m. on March 31, 2018.**
2. The Landlord is granted an Order of Possession effective **1:00 p.m. on March 31, 2018.** The Landlord must serve the Order on the Tenant as soon as possible and may, if necessary, file and enforce the Order in the B.C. Supreme Court.
3. By no later than February 22, 2018, the Tenant shall pay to the Landlord the sum of \$1,700.00 representing unpaid rent for November 2017 in the amount of \$1,600.00 and \$100.00 for the balance of the February 2018 rent. Should the Tenant not pay the \$1,700.00 as agreed, the Landlord may issue a 10 Day Notice to End Tenancy for Unpaid Rent.
4. The parties shall meet at the rental unit at 11:00 a.m. on March 31, 2018 to perform the Move Out Condition Inspection Report.
5. The parties shall restrict their communication to issues directly related to the tenancy.

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: February 15, 2018

Residential Tenancy Branch