



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SOO HOLDING LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, AAT, LAT

### Introduction

This hearing was convened in relation to the tenant's application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice), to allow access to the rental unit by the tenant and her guests, and to change the locks on the rental unit.

Both the tenant and the landlord appeared. The landlord was represented by its shareholder, LS (the agent).

The tenant testified that she served the notice for dispute resolution and accompanying documents on or about 18 December 2014. The landlord admitted receipt of the dispute resolution package. On the basis of this evidence, I am satisfied that the landlord was served with dispute resolution package pursuant to section 89 of the *Residential Tenancy Act* (the Act).

The agent testified that he served the landlord's evidence on or about 22 December 2014 by posting the evidence to the tenant's door. On the basis of this evidence, I am satisfied that the tenant was deemed served with the landlord's evidence pursuant to sections 88 and 90 of the *Residential Tenancy Act* (the Act).

The landlord testified that he served the tenant with the 1 Month Notice on 5 December 2014 by posting the 1 Month Notice to the tenant's door. I am satisfied that the tenants were served with notice of this application pursuant to section 89 of the Act.

Over the course of the hearing the tenant and landlord were able to agree to a mutual end to this tenancy.

### Analysis

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw her application.
2. The landlord agreed to withdraw its 1 Month Notice.
3. The tenant agreed to return possession of the rental unit to the landlord on or before one o'clock in the afternoon on 28 February 2014.

The parties agreed and stated that they understood that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

### Conclusion

The tenant's application is withdrawn. The landlord's 1 Month Notice is cancelled

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: January 15, 2015

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Residential Tenancy Branch

