



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated September 2, 2016 ("1 Month Notice"), pursuant to section 47.

The landlord's agent, DH ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she had authority to represent her father, the landlord named in this application, as an agent at this hearing. The landlord provided a signed, written authorization on file regarding this agency. This hearing lasted approximately 28 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord confirmed that she did not serve the landlord's written evidence package to the tenant, only to the Residential Tenancy Branch ("RTB"). I had not received the landlord's written evidence package at the RTB. I advised the landlord that I could not consider the landlord's written evidence package because it was not served upon the tenant, as required by the *Act* and the *RTB Rules of Procedure*.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to remove the landlord's middle name, which was duplicated from the landlord's surname. During the hearing, the landlord confirmed the landlord's full legal name and stated that it was listed incorrectly in the landlord's 1 Month Notice and the tenant's application. I find no prejudice to either party in making this amendment.

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 their dispute:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on March 1, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord's 1 Month Notice, dated September 2, 2016, is cancelled and of no force or effect; and
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute. 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 and binding and enforceable, which settles all aspects of this dispute. The landlord confirmed that she agreed and understood that this settlement was binding upon her father, the landlord named in this application.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 1, 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 and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 1, 2017. 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's 1 Month Notice, dated September 2, 2016, is cancelled and 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: November 02, 2016

Residential Tenancy Branch

