



# Dispute Resolution Services

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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* (the "*Act*") to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47 of the *Act*.

Both parties were represented at the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant's agent attended and confirmed that he had full authority to speak and settle all disputes on behalf of the tenant.

As the parties were both in attendance I confirmed that there were no issues with service of the landlord's 1 Month Notice, service of the tenant's application for dispute resolution or service of the parties' respective evidence packages. Based on the testimonies of the parties I find that the parties served one another with their materials in accordance with sections 88 and 89 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. This tenancy will end on 1:00 pm May 1, 2017, by which time the tenant and any other occupants will have vacated the rental unit.
2. The 1 Month Notice of December 6, 2016 is cancelled and of no force or effect.
3. This settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

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 advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 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.

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: January 20, 2017

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Residential Tenancy Branch