



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

The Tenant stated that on April 09, 2017 the Application for Dispute Resolution, the Notice of Hearing, and 5 of the 6 pages of evidence submitted with the Application for Dispute Resolution were sent to the Landlord, via registered mail. (The page of this submission that was not served to the Landlord was also submitted to the Residential Tenancy Branch on April 24, 2017) The Agent for the Landlord acknowledged receipt of the evidence that was served and it was accepted as evidence for these proceedings.

On April 18, 2017 the Tenant submitted a fax cover sheet and 1 document to the Residential Tenancy Branch. The Advocate for the Tenant stated that these documents were not served to the Landlord. As these documents were not served to the Tenant, they were not accepted as evidence for these proceedings.

On April 24, 2017 the Tenant submitted 9 pages of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via registered mail, on April 24, 2017. The Agent for the Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On April 27, 2017 the Landlord submitted 27 pages of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via registered mail, on April 27, 2017. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

Prior to discussing any of the details of the 1 Month Notice to End Tenancy for Cause that is the subject of this dispute, which is dated March 31, 2017, the Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- the tenancy will end, by mutual consent, on June 30, 2017;
- the Landlord will receive an Order of Possession, effective June 30, 2017;
- the 1 Month Notice to End Tenancy for Cause that is the subject of this dispute, dated March 31, 2017, will be set aside; and
- the Landlord will withdraw the hearing that is scheduled for June 05, 2017, in which the Landlord has applied for an Order of Possession.

Both parties declared that they understood this settlement agreement was final and binding, and that they voluntarily entered into the agreement.

Analysis

The parties have resolved the issue in dispute at these proceedings in accordance with the terms of the aforementioned settlement agreement.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on June 30, 2017. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 11, 2017

Residential Tenancy Branch