



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOUTHVAN FOUNDATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated July 12, 2017 (the "1 Month Notice").

The tenant, a case worker for the tenant, and an agent for the landlord (the "agent") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Preliminary and Procedural Matter

At the outset of the hearing, the agent requested an adjournment as the landlord failed to submit documentary evidence in response to the tenant's application. The criteria for adjournment set out in Rule 7.9 of the Residential Tenancy Branch Rules of Procedure (the "Rules") were considered which state in part:

- the oral or written submissions of the parties;
- the likelihood of the adjournment resulting in a resolution;
- the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment;
- whether the adjournment is required to provide a fair opportunity for a party to be heard; and
- the possible prejudice to each party.

Based on the above, I find the tenant would be prejudiced if I adjourned this matter as the landlord already had up to 7 days prior to the hearing to serve documentary evidence as the respondent and failed to do so and the Rules of Procedure details are included on the Notice of

Dispute Resolution Hearing document dated July 25, 2017 which the landlord would have had to have received to call into the hearing. Given the above, the agent's request for an adjournment for the purposes of providing additional time to the landlord is dismissed as I find that such an adjournment would be prejudicial to the tenant who attended the hearing and was ready to proceed.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The landlord and tenant mutually agree to withdraw the 2 Month Notice dated July 12, 2017 and that the 2 Month Notice is of no force or effect.
2. The parties agree that the tenancy will continue until ended in accordance with the *Act*.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties confirmed their understanding and agreement that this mutually settled agreement was made on a voluntary basis and that the parties understood the final and binding nature of their settlement agreement and that it was enforceable.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement. The tenancy shall continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 3, 2017

Residential Tenancy Branch