



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cosy SUITES & PLAN A REAL ESTATE SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

On July 10, 2017, the Tenant submitted an Application for Dispute Resolution seeking to cancel a 1 Month Notice to End Tenancy for Cause dated June 23, 2017.

The Landlord and Tenant appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Does the Landlord have cause to end the tenancy?

### Background and Evidence

Both parties testified that the tenancy commenced on February 1, 2016. Rent in the amount of \$2,350.00 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$1175.00. The Landlord provided a copy of the tenancy agreement.

The Tenant does not reside in the rental unit. The Tenant sublets the rental unit to other Tenants. The parties agreed that the Tenant can sublet the rental unit to other occupants for a minimum period of six months at a time.

### Settlement Agreement

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

1. The parties agree that the tenancy will end **at 1:00 p.m. on December 31, 2017.**
2. The Landlord is granted an order of possession effective **December 31, 2017, at 1:00 p.m.** The Landlord must serve the Tenant with the order of possession.
3. The Landlord withdraws the 1 Month Notice dated June 23, 2017, in full as part of this mutually settled agreement.
4. The Tenant withdraws the Application to cancel the 1 Month Notice in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Tenant withdrew his request to recover the cost of the filing fee.

The Landlord has been granted an order of possession effective December 31, 2017, at 1:00 p.m. This order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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 02, 2017

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Residential Tenancy Branch