



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0781178 BC LTD DBA LION HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenant confirmed that he was handed the landlord's 1 Month Notice on September 1, 2017, I find that he was duly served with the Notice on that date in accordance with section 88 of the *Act*.

As the landlord confirmed that he received a copy of the tenant's dispute resolution hearing package sent by the tenant's advocate by registered mail on September 5, 2017, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

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 advised me that they had resolved their dispute under the following final and binding terms.

1. The landlord withdrew the 1 Month Notice as the landlord is no longer seeking an end to this tenancy for cause.
2. Both parties agreed that this tenancy will continue until ended in accordance with the *Act*.
3. Both parties agreed that the terms of this settlement constituted a final and binding resolution of all issues in dispute at this time and confirmed that they entered into this settlement of their own free will and absent of any form of force or coercion.

Conclusion

To give legal effect to the settlement between the parties, I set aside the landlord's 1 Month Notice, which is no longer of any force or effect. This tenancy continues until ended in accordance with the *Act*.

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 28, 2017

Residential Tenancy Branch