



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lion Hotel 0781178 BC Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC MT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on December 7, 2017. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- more time to make an application to cancel a notice to end tenancy; and,
- to cancel a One Month Notice to End Tenancy for Cause (the "One Month Notice").

The Landlord and the Tenant both attended the hearing. All parties provided affirmed testimony.

Settlement Agreement

During the hearing, the Tenant withdrew her application and stated that she is willing to move out. The Tenant stated that she requires more time to do this. The Landlord agreed to cancel the One Month Notice if the Tenant agreed to a specific move out time.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The parties agreed upon the following facts and laid out the terms of their settlement agreement as follows:

- The Tenant will move out of the rental unit by **January 31, 2018, at 1pm.**

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective January 31, 2018, at 1pm to reflect the end of tenancy.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective January 31, 2018, at 1pm and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of this agreement.

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: December 07, 2017

Residential Tenancy Branch