



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes CNC, MNDCT, RR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

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.

The tenant confirmed that he received the landlord's 1 Month Notice posted on his door on December 17, 2017. I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*.

As the landlord confirmed that they received a copy of the tenant's dispute resolution hearing package from the tenant, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*.

Before this hearing, the tenant made a late request for an adjournment of this hearing, as his spouse had very recently passed away. The landlord said that he preferred to go ahead with this hearing, as he might not be able to take another day off from work to accommodate attendance at an adjourned hearing.

### 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? Is the tenant entitled to a monetary award for losses arising out of this tenancy?

### 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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a settlement of the tenant's current application under the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on February 28, 2018, by which time the tenant and all occupants on the premises will have surrendered vacant possession of the rental unit to the landlord.
2. The tenant agreed to withdraw his current application for a monetary award at this time, but reserved the right to reapply for a monetary award at a later date and in accordance with the *Act*.
3. Both parties agreed that this settlement constituted a final and binding resolution of the tenant's application to cancel the landlord's 1 Month Notice, and that they did so of their own free will and without any element of force or coercion.

#### Conclusion

To give legal effect to the settlement agreement as outlined above, I issue an Order of Possession in the landlord's favour to take effect by 1:00 p.m. on February 28, 2018. This Order is to be served to the tenant by the landlord only in the event that the tenant does not abide by the provisions of this settlement agreement and vacate the premises by 1:00 p.m. on February 28, 2018. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order that the tenant's application for a monetary award is withdrawn, with leave to reapply during the time frame for filing a new application for a monetary award 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: February 05, 2018

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Residential Tenancy Branch