



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MALAHAT MOUNTAIN MEADOWS RV RESORT & CAMPGROUND  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MT, CNC, CNR

### Introduction

This is an Application for Dispute Resolution (“Application”) brought by the Tenant requesting an extension of time to dispute a One-Month Notice to Notice to End Tenancy for Cause, an Order to cancel the One-Month Notice and an Order to cancel a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities.

The Tenant and his legal counsel appeared for the scheduled hearing; AL appeared on behalf of the Landlord. I find that the notice of hearing was properly served and that evidence was submitted by all parties. Although all evidence was taken into consideration at the hearing, only that which was relevant to the issues is considered and discussed in this decision.

As a preliminary matter, amendments were made to the Application to correct the legal name of the Landlord and location of the rental premises. The Tenant’s legal counsel explained that a settlement had been reached and an agreement drawn up, which the Landlord received the day prior but had yet to sign. The parties agreed to mediate the remaining issues and to have the settlement recorded in this decision.

Section 63 of the *Residential Tenancy Act* enables an Arbitrator to 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.

### Issue(s) to be Decided

Should the Tenant be granted an extension to dispute the One-Month Notice to End Tenancy and should that Notice be cancelled, pursuant to sections 66 and 47 of the *Residential Tenancy Act* (the “Act”)?

Should the 10-Day Notice to End Tenancy for Unpaid Rent and Utilities be cancelled, pursuant to section 46 of the Act?

If either notice is not cancelled and is valid, is the Landlord entitled to an Order for Possession?

### Settlement Agreement

The parties agreed to settle the Tenant's Application and the issues in full as follows:

1. The tenancy shall end effective 1 pm on Tuesday, May 22, 2018;
2. The Tenant agrees to vacate the premises and turn over the keys by 1 pm on Tuesday, May 22, 2018;
3. The Tenant agrees to remove all furniture, belongings and garbage from the rental unit and surrounding area no later than 5 pm on Thursday, May 24, 2018 at his own expense;
4. The Landlord agrees to accept normal household garbage for disposal;
5. The Landlord agrees that no rent will be paid by the Tenant for the month of May, 2018; and
6. The Landlord agrees to waive any claim for unpaid rent or utilities for the duration of the tenancy.

The Landlord and Tenant understand that the Landlord reserves its rights to any other claims which may arise as a result of the ending of the tenancy, subject to the above-noted terms. To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the Landlord **only** if the Tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 22nd, 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.

This agreement is final and binding on the parties and in full satisfaction of the Tenant's Application. The parties confirmed their agreement to a voluntary resolution in this manner both during and at the end of this hearing.

### Conclusion

For the reasons set out above, I grant the Landlord an Order of Possession effective **at 1:00 pm on May 22, 2018**. This order may be filed and enforced in the Supreme Court

as an order of that court if the Tenant and occupants fail to vacate the rental unit in accordance with the above 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: May 11, 2018

---

Residential Tenancy Branch