



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding King's Court Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of a One Month Notice to End Tenancy for Cause (the "One Month Notice") under Section 47(4) of the *Act*.

The tenant appeared with SA and NM (advocates). The landlord's agent appeared on behalf of the landlord (the *landlord*). The landlord testified he had been personally served with the tenant's application and supporting materials dated February 26, 2018 soon after that date. As the landlord was uncertain of the date he received the materials, I deem the documents to have been served on February 27, 2017 pursuant to Sections 88 and 89 of the *Act*.

No witnesses were called. Both parties were given a full opportunity to be heard, present affirmed testimony, make submissions, and call witnesses.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the One Month Notice?

Analysis

Pursuant to Section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so 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, turned their minds to compromise, and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute now:

1. The tenancy will continue in accordance with the tenancy agreement until September 30, 2018 or until it terminates in accordance with paragraph 2;
2. On or before September 30, 2018, the tenant will vacate the premises; and
3. This settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

Both parties testified at the hearing they understood the above terms and agreed to them free of any duress or coercion. Both parties attested they understood and agreed the terms settled all aspects of this dispute and are legal, final, binding, and enforceable.

Conclusion

To give effect to the settlement reached between the parties and as requested by both parties during the hearing, I issued the attached Order of Possession to be served on the tenant by the landlord only if the tenant fails to vacate the premises on or before September 30, 2018.

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 16, 2018

Residential Tenancy Branch