



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FFT

### Introduction

On May 9, 2018, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice for Cause pursuant to section 47(4) of the *Act* and seeking to recover the filing fee pursuant to section 72 of the *Act*.

The Landlord and the Tenant attended the hearing and both parties provided a solemn affirmation.

The Tenant advised that she served the Notice of Hearing package by placing it in the Landlord's mailbox on May 16, 2018 and the Landlord confirmed receipt of this package. While service of this package did not comply with section 89 of the *Act*, the Landlord advised that he was prepared to respond to the Tenant's Application. As such, I am satisfied that the Landlord was served with the Tenant's Notice of Hearing package and I continued the hearing.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the conditional Order of Possession that accompanies it.

### Settlement Agreement

I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "*Act*") which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter,

and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter. I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord shall allow the Tenant to stay until **1:00 PM on July 31, 2018** and is granted an Order of Possession in accordance with this date.
2. This is contingent on the Tenant paying the rent in full on **July 1, 2018**.
3. Should the Tenant not pay the rent in **full on July 1, 2018**, the Order of Possession shall be effective **two days after service of this Order** on the Tenant.

The Landlord alleged that rent for July 2017 was in arrears and the Tenant refuted this. Neither party was prepared to address this issue during the hearing so they agreed to work together to rectify this issue. As such, this claim remains open for the Landlord to file against the Tenant if he chooses to do so.

I have recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

If condition two is satisfactorily complied with, the Landlord is granted an Order of Possession that shall be effective at **1:00 PM on July 31, 2018**. If condition two is not satisfactorily complied with, the Landlord is granted an Order of Possession that shall be effective **two days after service of this Order** on the Tenant.

### Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Landlord with a conditional Order of Possession in the above terms. This Order is enforceable only if the Tenant fails to comply with the payment requirement set forth in condition two of the settlement above, or on July 31, 2018 if the Tenant fails to vacate the property. This Order must be served on the Tenant

by the Landlord. 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 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: June 19, 2018

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Residential Tenancy Branch