



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on May 16, 2018 (the "Application"). The Tenant disputed a One Month Notice to End Tenancy for Cause dated May 8, 2018 (the "Notice").

The Tenant appeared at the hearing. J.Y. and C.B. appeared at the hearing to assist the Tenant. J.N. and A.H. appeared as agents for the Landlord.

J.N. confirmed the legal name of the Landlord during the hearing and the Tenant asked to amend the Application to reflect this. The legal name is reflected in the style of cause.

During the hearing, J.N. advised that the Landlord had been issued an Order of Possession in a previous dispute resolution hearing. He provided the file number for this hearing which is indicated on the front page of this decision as File Number 1. He said the Landlord had not served the Order of Possession on the Tenant because they subsequently learned of this hearing. J.Y. advised that the Tenant had sought a review of the decision from the previous hearing as the Tenant was unaware of the hearing and therefore did not attend.

After some discussion in relation to File Number 1, I determined we would proceed with the hearing. I explained the hearing process to the parties. At this point, C.B. raised the issue of a possible settlement. I advised the parties I had the authority to assist them to settle the dispute pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act").

I explained to the parties that settlement discussions are voluntary. I told the parties that if they chose not to discuss settlement, that was fine and I would make a final and

legally binding decision in the matter. I told the parties that if they chose to discuss settlement and did not come to an agreement, that was fine and I would make a final and legally binding decision in the matter. I told the parties that if they did come to an agreement, I would write out the agreement in my written decision and it would become a final and legally binding agreement meaning neither party could change their mind later. The parties did not have questions about the above when asked. The parties agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me. Neither party had any final comments or questions about the settlement when asked.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Notice is cancelled.
2. The Tenant withdraws the Application.
3. The Tenant withdraws his review application in relation to File Number 1.
4. The tenancy will end and the Tenant will vacate the rental unit by August 31, 2018 at 1:00 p.m.
5. The Landlord will not enforce the Order of Possession on File Number 1 until August 31, 2018 at 1:00 p.m.
6. All rights and obligations of the Landlord and Tenant under the tenancy agreement will continue until the end of the tenancy.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

During the hearing it was my understanding that both parties were agreeable to the tenancy ending earlier than August 31, 2018 if the Tenant found a new place. It is of course open to the parties to agree in writing to end the tenancy earlier than

August 31, 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 *Act*.

Dated: July 12, 2018

Residential Tenancy Branch