



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

Introduction

On May 22, 2018, the Tenant applied for a dispute resolution proceeding seeking to cancel the Landlord's One Month Notice to End Tenancy for Cause pursuant to section 47 of the *Act*.

R.S. and J.D. attended the hearing as the Landlords. The Tenant attended the hearing on her own behalf and had D.A. attend as well as her agent. All in attendance provided a solemn affirmation.

The Tenant confirmed that she served the Landlord the Notice of Hearing package by hand on May 29, 2018 and J.D. confirmed receipt of this package. Based on this testimony, and in accordance with sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Notice of Hearing package.

During the hearing, I confirmed the dispute address with the Tenant and with her permission, amended the address to reflect this correction.

I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to have the Landlord's One Month Notice to End Tenancy for Cause dismissed?

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.

J.D. and the Tenant agreed that the Tenant will have possession of the rental unit but must vacate the rental unit by September 1, 2018 at 1:00 PM. Therefore, the Landlord is granted an Order of Possession effective at **1:00 PM on September 1, 2018 after service of this Order** on the Tenant.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

Based on the above, I hereby order that the One Month Notice to End Tenancy for Cause of May 12, 2018 to be cancelled and of no force or effect.

In support of the settlement described above and with agreement of both parties, I grant the Landlord an Order of Possession effective at **1:00 PM on September 1, 2018 after service of this Order**. This Order must be served on the Tenant. If the Tenant fails to comply with this Order, the Landlord may file the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

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: July 6, 2018

Residential Tenancy Branch