



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC COVE PROPERTY MANAGEMENT LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            CNC, FFT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on July 10, 2018 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated June 30, 2018 (the "Notice"). The Tenant sought reimbursement for the filing fee.

The Tenant appeared at the hearing. The Building Manager appeared for the Landlord. I explained the hearing process to the parties.

The Tenant had submitted evidence prior to the hearing. The Landlord had not submitted evidence. I addressed service of the hearing package and Tenant's evidence. The Building Manager confirmed she received these and did not raise any issues in this regard.

At the outset, the Tenant advised that the parties had resolved this matter. The Building Manager still sought an Order of Possession. I explained the options for the hearing to the parties. I advised the parties of the possibility of settlement at the hearing 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 the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement, and the hearing proceeded, I would make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement, that was fine and I would make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and issue an Order of Possession. The written decision would become a final and legally binding agreement and neither party could change their mind later.

The parties did not have questions and agreed to discuss settlement and a discussion ensued.

The parties had come to an agreement outside the Residential Tenancy Branch dispute resolution process. Part of that agreement was that the tenancy would end October 31, 2018 if the Tenant did not take certain steps prior to August 31, 2018. The Tenant acknowledged at the

hearing that he had not taken these steps. The parties agreed to come to a settlement agreement during the hearing, further to their agreement reached outside the dispute resolution process, to end the tenancy as agreed upon.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. 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.

#### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end and the Tenant will vacate the rental unit by 1:00 p.m. on October 31, 2018.
2. The Notice is cancelled.
3. The Tenant withdraws the Application.
4. All rights and obligations of the Landlord and Tenant under the tenancy agreement will continue until 1:00 p.m. on October 31, 2018.

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

Further to the settlement agreement, the Notice is cancelled.

The Landlord is granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on October 31, 2018. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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 *Act*.

Dated: September 4, 2018

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Residential Tenancy Branch