



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding More Than a Roof Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an application by tenant under the *Residential Tenancy Act* (“the *Act*”) for the following:

- An order cancelling a One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47.

The tenant attended. LE and CL attended as agents for the landlord (“the landlord”). Both parties were given full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions.

The landlord acknowledged receipt of the Notice of Hearing and the tenant’s documents. The tenant acknowledged receipt of the landlord’s materials. No issues of service were raised. I find the landlord was served as required under section 89.

Both parties were informed of Section 55 of the *Act* which requires, when a tenant submits an Application for Dispute Resolution seeking to cancel a One Month Notice issued by a landlord, I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy in compliance with the *Act*.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the One Month Notice pursuant to section 47 of the *Act*?

Is the landlord entitled to an order of possession under section 55 of the *Act*?

Background and Evidence

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:

- The tenancy agreement will end between the parties at 1:00 PM, September 21, 2018 and the tenant will vacate the rental unit at that time;
- The landlord is granted an order of possession effective September 21, 2018 in the event the tenant does not vacate the unit;
- The landlord will pay to the tenant the sum of \$2,200.00 on or before 1:00 PM on September 21, 2018;
- The tenant is granted a monetary order effective September 21, 2018 in the event the landlord does not pay the tenant the sum of \$2,200.00 on or before that day;
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Both parties testified they understood and agreed the above terms are final, binding, and enforceable and settle all aspects of this dispute.

Conclusion

Pursuant to the settlement agreement, I grant the landlord an order of possession effective **September 21, 2018 after service on the tenant**. 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 to be enforced as an order of that Court.

Pursuant to the settlement agreement, I grant the tenant a monetary order in the amount of \$2,200.00 effective **September 21, 2018** in the event the landlord does not pay the tenant the amount of \$2,200.00 on or before that date. This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file

the order with the Provincial Court of British Columbia to 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: September 17, 2018

Residential Tenancy Branch