



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”) seeking cancellation of a One Month Notice to End Tenancy for Cause (the “One Month Notice”) and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant, two agents for the Landlord (the “Agents”), and a witness for the Landlord. The Witness was excluded from the proceedings while the parties provided their evidence and testimony and was ultimately not called upon to provide any evidence or testimony. The Tenant and the Agents all provided affirmed testimony.

### Preliminary Matters

During the hearing I identified that the Landlord listed on the tenancy agreement is different from the Landlord listed in the Application. In the hearing the Agent M.S., who is listed as the Landlord in the Application, stated that she is only an agent for the Landlord and both Agents requested that the name of the Landlord be corrected to that shown on the tenancy agreement. All parties agreed that the Landlord listed on the tenancy agreement is correct and as the Tenant raised no objections; the name of the Landlord was amended to match that shown on the tenancy agreement.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end on September 30, 2018, at 8:00 P.M.
2. The Tenant agrees to vacate the rental property by 8:00 P.M. on September 30, 2018.
3. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement;
4. The Tenant withdraws their Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an order of possession, effective 8:00 P.M. on September 30, 2018. The Landlord is provided with this order in the above terms and the Tenant must be served with this order as possible. Should the Tenant fail to comply with this Order, this order may be filed in the Supreme Court of British Columbia and 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 27, 2018

---

Residential Tenancy Branch