



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MT

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (“the Act”) for an order as follows:

- to cancel a 1 Month Notice to End Tenancy given for Cause (“1 Month Notice”) pursuant to section 47 *Act*; and
- more time to dispute a Notice to End Tenancy pursuant to section 66 of the *Act*.

Both the tenant and the landlord attended the hearing by way of conference call.

The tenant confirmed receipt of the landlord’s 1 Month Notice to End Tenancy after it was given to him in person on July 13, 2018. Pursuant to sections 89 of the *Act*, the tenant is found to have been duly with this notice.

The landlord confirmed receipt of the tenant’s application for dispute resolution and evidentiary package after they were sent to her by way of fax on August 31, 2018. While not a recognized form of service for an application for dispute, pursuant to section 71(c) of the *Act*, the landlord is found to have been sufficiently served for the purposes of this *Act*.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute 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 at this time:

1. Both parties entered into a mutual agreement that this tenancy will end on November 30, 2018 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The parties agreed that this tenancy ends by way of a mutual agreement and not on the basis of the 1 Month Notice to End Tenancy issued on July 13, 2018.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 P.M. on November 30, 2018. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: October 11, 2018

Residential Tenancy Branch