



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NAV HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION AND RECORD OF SETTLEMENT**

**Dispute Codes** MT CNC FF

### **Introduction**

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) to cancel a 1 Month Notice to End for Cause and recover the filing fee. As the tenant filed to dispute the Notice late they further applied for more time to file this application to cancel the Notice.

Both parties attended the hearing and provided testimony. The landlord confirmed receiving the Notice of Dispute Resolution Proceeding and the tenant’s application. The tenant acknowledged not submitting document evidence. The landlord submitted evidence to the proceeding which the tenant acknowledged receiving.

### **Issue(s) to be Decided**

Should the 10 Day Notice to End be cancelled, and if not, is the landlord entitled to an Order of Possession?

### **Evidence and Background**

This tenancy began in June 2015. The payable monthly rent is \$1036.00. The tenant testified that on December 30, 2018 they received from the landlord a 1 Month Notice to End for Cause with an effective date of January 31, 2019, which they then filed to dispute on January 10, 2019.

### **Analysis**

During the course of the hearing the parties briefly discussed their dispute and each agreed to settle the status of the tenancy and this dispute to the satisfaction of both parties.

**Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing and an Arbitrator may record their settlement as a Decision and Order. Pursuant to this provision, some discussion between the parties led to resolution of the relevant matter respecting the 1 Month Notice to End. As a result the parties confirmed to me that **they both agreed as follows;**

**1. The tenancy will end March 31, 2019** and the landlord will receive an **Order of Possession** effective the agreed date.

Both parties testified in the hearing confirming to me that they understood and agreed to the above terms, and that the settlement particulars comprise the full and final settlement of the status of the tenancy.

So as to perfect this settlement agreement, the landlord is given an **Order of Possession**, effective **March 31, 2019**. The tenant must be served with this Order. If the tenant fails to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

As the parties settled this matter in dispute I decline to grant the tenant the filing fee.

### **Conclusion**

The parties settled their dispute in the above terms..

**This Decision and Settlement agreement are final and binding.**

*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: February 19, 2019

---

Residential Tenancy Branch