



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated February 28, 2019 ("1 Month Notice"), pursuant to section 47.

The landlord and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant's advocate confirmed that she had permission to speak on behalf of the tenant at this hearing. This hearing lasted approximately 18 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

At the outset of the hearing, the tenant's advocate requested an adjournment of the hearing until the end of June 2019. The landlord consented. However, during the hearing, both parties agreed that they wanted to settle this application rather than adjourn the hearing to a later date. Accordingly, I enforced the parties' settlement of the matter and did not make a decision on the adjournment, based on both parties' consent.

### Settlement Terms

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 and orders.

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. The landlord agreed that his 1 Month Notice, dated February 28, 2019, was cancelled and of no force or effect;
2. Both parties agreed that this tenancy continues until it is ended in accordance with the *Act*;
3. The tenant's advocate agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. The tenant's advocate confirmed that she had permission to settle this application on behalf of the tenant.

### Conclusion

The landlord's 1 Month Notice, dated February 28, 2019, is cancelled and of no force or effect.

This tenancy continues until it is ended in accordance with the *Act*.

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: April 29, 2019

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Residential Tenancy Branch