



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* (the *Act*) for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (One Month Notice), pursuant to section 47 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Assistants J.R.M. and J.T. attended to assist the tenant. Landlord's agent I.C. (herein referred to as "the landlord") attended on behalf of the housing provider landlord.

As both parties were present, service of documents for this hearing was confirmed. The landlord confirmed that he was in receipt of the tenant's Notice of Dispute Resolution Proceeding and evidence. The tenant testified that she was in receipt of the landlord's evidence. Based on the undisputed testimonies of the parties, I find that the notice of this hearing and evidentiary materials were served in accordance with the *Act*.

Issue(s) to be Decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the One Month Notice?

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 the issue currently under dispute at this time:

1. Both parties agreed that this tenancy will end at 1:00 p.m. on June 30, 2019, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application for dispute resolution filed on March 27, 2019, and the landlord's One Month Notice dated March 15, 2019. As such, the tenant's application is dismissed in its entirety, and the landlord's One Month Notice is cancelled and is of no force or effect.
3. The parties agreed to the terms of this settlement free of duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant fails to vacate the rental unit **by 1:00 p.m. on June 30, 2019**. 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.

The landlord's One Month Notice dated March 15, 2019 is cancelled and is of no force or effect. The tenant's Application for Dispute Resolution in its entirety is dismissed without leave to reapply.

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: May 14, 2019

Residential Tenancy Branch