



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KLAHANIE PARK HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC FFT LRE**

Introduction

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

- An order to cancel a 1 Month Notice for Cause pursuant to section 47;
- Authorization to recover the filing fees from the landlord pursuant to section 72; and
- An order to suspend a landlord's right to enter the rental unit pursuant to section 70;

Both parties attended the hearing. The landlord was represented by property manager T.A. The tenant was assisted by an advocate, L.M. who also testified as a witness. The parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents and were prepared to deal with the matters of the applications.

Preliminary Issue

The tenant filed an application against a party who was not named on the tenancy agreement. With the consent of both the landlord and the tenant, the landlord's name was amended to the name reflected on the cover page of this decision in accordance with Rule 4.2 of the Rules.

Settlement

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. This tenancy will end at 1:00 P.M. on June 30, 2019, by which time the tenant and any other occupant will have vacated the rental unit.
2. Both parties agree that this tenancy ends by way of this agreement and the One Month Notice is cancelled and of no further force or effect.
3. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.
4. This settlement comprises the full and final settlement of the tenant's application.

Both parties testified 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 at the hearing, I issue the attached Order of Possession. The parties agree that the tenant is to vacate the rental unit by 1:00 P.M. on June 30, 2019, and the landlord is to serve this Order of Possession immediately and enforce it as early as 1:01 PM on June 30, 2019, should the landlord choose to do so.

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: June 07, 2019

Residential Tenancy Branch