



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("Ten-Day Notice") pursuant to section 46.

MH and MR attended as agents for the landlord. The tenant attended with MS, advocate. Each party acknowledged receipt of the other party's evidence and documents; each party had the opportunity to call witnesses and present affirmed testimony and written evidence. No issues of service were raised. I find the tenant served the landlord in accordance with section 89 of the *Act*.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agreed as follows:

- The month-to-month tenancy between the parties continues pursuant to the terms of the tenancy agreement between them and will end on September 30, 2019 at 1:00 PM at which time the tenant and all occupants will have vacated the unit.
- The tenant withdrew her claim without leave to reapply.
- The parties understand that the security deposit will be addressed at the end of the tenancy in accordance with the Act.
- The parties agreed to the terms of this settlement not under duress or coercion.

The hearing lasted 50 minutes. The settlement was carefully reviewed with the tenant and the advocate. During the hearing, the tenant and her advocate privately discussed the issues for 7 minutes prior to agreeing to this settlement.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to this settlement, I issue to the landlord the attached order of possession which must be served upon the tenant, should the tenant fail to vacate the unit by September 30, 2019 at 1:00 PM. If the tenant does not comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

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

Conclusion

I issue to the landlord the attached order of possession which must be served upon the tenant, ONLY if the tenant fails to vacate the unit by September 30, 2019 at 1:00 PM. If the tenant does not comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

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: August 26, 2019

Residential Tenancy Branch