



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PARALLEL 50 REALTY & PROPERTY MANAGEMENT  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated June 24, 2019 ("One Month Notice").

The Landlord, the Tenant and an advocate for the Tenant, A.N. ("Advocate"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns about the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any orders sent to the appropriate Party.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Landlord withdraws the One Month Notice dated June 24, 2019.
2. The Tenant withdraws this Application in full, as part of this mutually settled agreement.
3. The Tenant agrees to vacate the rental unit by September 2, 2019 at 1:00 pm.
4. The Parties agree that the Landlord does not require the Tenant to pay rent for the rental unit for the month of September 2019, or thereafter.
5. The Parties agree that the Landlord will get an Order of Possession dated September 2, 2019 at 1:00 pm. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.
6. The Parties agree that they entered into this agreement completely voluntarily.
7. Parties agree that this tenancy will end on the terms set out in this Settlement Agreement.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby order that the One Month Notice to End Tenancy for Cause dated June 24, 2019, is cancelled and is of no force or effect.

In addition, in support of the settlement described above and with agreement of both Parties, I grant the Landlord an **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective on September 2, 2019, at 1:00 pm**. This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement

Agreement.

I Order the Parties to comply with their Settlement Agreement described above. This decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 29, 2019

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Residential Tenancy Branch