



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EXCLUSIVE MANAGEMENT and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for an order to cancel a One Month Notice to End Tenancy for Cause ("Notice") pursuant to section 47.

The tenant attended the hearing and was accompanied by an advocate, LT ("tenant"). The landlord attended the hearing, represented by property manager, LG ("landlord"). Neither party raised any issues with the exchange of documents or timely service of documents.

Preliminary Issue

The tenant named the building manager of the residential property instead of the landlord named on the tenancy agreement. In accordance with rules 4.2 and 6.1 of the Residential Tenancy Act Rules of Procedure, I amended the landlord's name. The landlord's correct name is reflected on the cover page of this decision.

Preliminary Issue

The tenant sought an adjournment due to suffering a concussion some 2 weeks prior to the hearing. I applied Rule 7.9 of the Residential Tenancy Branch Rules of Procedure to determine the criteria for granting an adjournment and ruled that the landlord's position would be prejudiced if I were to grant an adjournment. The application to adjourn was denied.

Settlement Reached

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. There will be a Mutual End to the Tenancy. This tenancy will end at 1:00 p.m. on February 29, 2020.
2. Both parties agree that this tenancy ends by way of this agreement and the 1 Month Notice to End Tenancy for Cause dated September 30, 2019 and the One Month Notice to End Tenancy for Cause dated October 18, 2019 are 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 to be used by the landlord **only** if the tenant fails to vacate the rental unit by 1:00 p.m. on February 29, 2020.

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.

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: November 15, 2019

Residential Tenancy Branch