



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 October 10, 2019 ("One Month Notice").

The Tenant, the Landlord, and advocates for the Tenant and the Landlord ("Advocates"), 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, the Landlord and the Advocates were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I considered all testimony before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Parties both submitted documentary evidence to the RTB from one to three days prior to the hearing. I find that this was submitted too late and is, therefore, inconsistent with the Rules. As such, I decline to consider any of the submitted evidence in this regard. I find that the Application and Notice of Hearing were served on the Landlord in compliance with the Act and Rules.

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.

At the outset of the hearing, I asked the Landlord for the spelling of her name, and what she told me was different from the name identified the Application. Accordingly, I amended the Respondent's name in the Application and this Decision, pursuant to section 64(3)(c) and Rule 4.2.

Settlement Agreement

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

1. The Parties agree to mutually withdraw the One Month Notice dated October 10, 2019.
2. The Parties agree to the withdrawal of this Application in full, as part of this mutually agreed Settlement.
3. The Parties agree that the tenancy shall continue until ended in accordance with the Settlement Agreement and the Act.
4. The Landlord agrees that the tenancy will continue in compliance with the Act until it ends on January 31, 2020, at 1:00 p.m. including, but not limited to the Landlord not cutting off the Tenant's power, and that no one but the Tenant shall enter the Tenant's rental unit, including the Landlord, other tenants or occupants of the residential property, unless the Tenant approves.
5. The Parties agree that the Tenant has built a work area on the residential property made up of a fence with a tarp as a roof that is locked with a padlock. The Parties agree that the Tenant may work in this area for the duration of the tenancy. The Tenant agrees to provide the Landlord with the key to this padlock on January 31, 2020.
6. The Landlord is provided with an Order of Possession, based on this Settlement Agreement with an effective vacancy date of January 31, 2020, at 1:00 p.m. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court, if necessary.
7. The Parties agree that they entered into this Settlement Agreement completely voluntarily.

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 October 10, 2019 at 1:00 p.m. 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 January 31, 2020, at 1:00 p.m.** This Order must be served on the Tenant, if the Tenant fails to vacate the rental unit by 1:00 p.m. on January 31, 2020.

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: November 20, 2019

Residential Tenancy Branch