



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MT, FFT

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 4, 2019 ("One Month Notice"), for more time to apply to cancel the One Month Notice, and for recovery of the \$100.00 Application filing fee.

The Tenant, a legal advocate for the Tenant, S.C. ("Advocate"), and the Landlord, A.C., 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, his Advocate, 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 ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Advocate acknowledged that the Tenant had not served the Application and Notice of Hearing package on the Landlord in compliance with the Act and Rules. However, the Parties agreed to settle the matters before them, as set out below; therefore, it was not necessary to address the possibility of dismissing the Application on this basis.

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 Parties agree to withdraw the One Month Notice dated October 4, 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 February 29, 2019 at 1:00 p.m.
4. The Parties agree that the Landlord will be provided with an Order of Possession from the RTB dated February 29, 2020, at 1:00 p.m., based on this Settlement Agreement.
5. The Parties agree that they entered into this Settlement Agreement completely voluntarily.
6. The Parties agree that they understand the binding nature of this full and final settlement of these matters.

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.

As the Parties have mutually settled their issues, I decline to award the Tenant with recovery of the \$100.00 Application filing fee.

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 4, 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 two days after service of the Order** on the Tenant.

This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement.

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.

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: January 13, 2020

Residential Tenancy Branch