



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COQUITLAM KINSMEN HOUSING SOCIETY
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:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on December 5, 2019. The landlord stated that the tenant was served with the submitted documentary evidence via Canada Post Registered Mail on December 19, 2019. The tenant argued that although they were served with a notice to pick up the package by Canada Post, when she went to collect it the package was returned the landlord. The landlord provided a copy of the Canada Post Customer Receipt, Tracking Label and an online printout showing the package was accepted by Canada Post on December 19, 2019, out for delivery to the respondent on December 23, 2019; unclaimed by the tenant on January 9, 2020 when it was returned to the sender on the same day. The landlord was unable to provide any details of why the package was returned without a "Final Notice". The landlord noted that the tenant did not pick up the package for approximately 20 day after being processed by Canada Post.

I accept the undisputed evidence of both parties that the tenant served the landlord with the notice of hearing package and the submitted documentary evidence. As such, I find that both the landlord and the tenant were sufficiently served with these documents as per sections 88 and 89 of the Act. On the documentary evidence submitted by the landlord, I find based upon the evidence of both parties that the tenant was unable to pick up the package from Canada Post as it was returned to the sender without a "Final Notice" of opportunity to pick up the package. The landlord's documentary evidence was excluded from consideration in this hearing.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on March 31, 2020, by which time the tenants will have vacated the rental unit.

The landlords agreed to withdraw the 1 Month Notice to End Tenancy dated November 14, 2019.

The tenants agreed to cancel the application for dispute.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenant fails to vacate the rental premises in accordance with their agreement by 1:00 pm on March 31, 2020. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, the 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: January 21, 2020

Residential Tenancy Branch