



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COAST FOUNDATION SOCIETY (1974)
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 landlord attended the hearing represented by property administration manager, K.O. ("landlord"). The tenant attended the hearing and was assisted by an advocate, T.T. and a support worker, E.S. As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

Preliminary Issue

At the commencement of the hearing, both parties agreed that the tenancy agreement was between the tenant and the landlord as shown on the cover page of this decision. The tenant had misnamed the landlord and named an employee of the landlord as respondents to his application and I amended the tenant's application to reflect the proper name of the landlord in accordance with section 64(3) of the *Act*.

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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 agreement to end the tenancy. The tenancy will end at 1:00 p.m. on April 30, 2020 by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties under the *Act* continue until the tenancy ends.
3. If the tenant finds alternate housing before April 30, 2020, the landlord agrees to allow the tenant to end the tenancy without penalty as long as the tenant provides adequate notice.
4. If the tenant has paid the full month's rent, the landlord retains the right to review before determining if they would return the pro-rated rent to the tenant.

Both parties testified at the hearing 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 April 30, 2020. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenants do not vacate the premises by 1:00 p.m. on April 30, 2020. 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: February 03, 2020

Residential Tenancy Branch