



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
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 One Month's Notice for cause pursuant to section 47(4) of the *Act*.

Both parties MS and Advocate SD attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord confirmed receipt of the tenants' application for dispute resolution and receipt of their evidentiary package after the documents were sent by Canada Post Registered Mail on December 19, 2019.

The tenant's Advocate confirmed receipt of the landlord's evidentiary package after it was sent to the tenant by way of Canada Post Registered Mail. The parties are found pursuant to section 88 of the *Act* to have been served with this package in accordance with the *Act*.

Issue(s) to be Decided

Is the tenant entitled to cancel a One Month Notice for cause pursuant to section 47 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, the relevant and important aspects of the tenant's claims and my findings are set out below:

The landlord testified that the tenancy began on March 01, 2016. Monthly rent is \$767.52 and is payable the first of each month. A security deposit of \$347.50 is held in trust by the landlord. The landlord testified and confirmed that the tenant was served with (the "Notice") on December 06, 2019 by posting on the door.

The Notice indicates an effective move-out date of January 31, 2020. As of the date of this hearing, the tenant continues to reside at the rental unit.

Settlement

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

All parties agreed to the following final and binding settlement:

1. The tenant DRB agrees to move out of the rental unit by Saturday February 29, 2020 by 1: p.m.
2. The parties agree that the rent has been paid for the month of February 2020.

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Advocate and landlord testified that they understood that the above agreement was being made and was binding and enforceable. The parties agreed the effective date of end of tenancy would end on February 29, 2020.

In support of this settlement and with the agreement of both parties I grant the landlord an order of possession pursuant to section 55 of the *Act*. If the tenant fails to comply with this order the landlord may file, the order in the Supreme Court of British Columbia and be enforced as an order of that Court.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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 25, 2020

Residential Tenancy Branch