



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Canadian Hotel and [tenant  
name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47.

SL attended for the landlords. SL clarified that there are three individual landlords operating a business under the name CH. Accordingly, the names of the landlords were amended throughout. The tenant attended. No issues of service were raised. I find each party served the other with documents in compliance with the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 45 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

- The tenancy between the parties will end at 1:00 PM on April 30, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the Act, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following orders:

1. I issue to the landlords an Order of Possession dated April 30, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Conclusion

I issue to the landlords an Order of Possession dated April 30, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, 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: March 09, 2020

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Residential Tenancy Branch