



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding cappilano property management
service and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC CNR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for cancellation of a 1 Month Notice to End Tenancy for Cause and 10 Day Notice to End Tenancy for Unpaid Rent pursuant to sections 46 and 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agent (the "landlord").

At the outset of the hearing the landlord provided the correct spelling of the corporate landlord and the pleadings were amended accordingly.

As both parties were present service was confirmed. The parties each confirmed receipt of the other's materials and based on the testimonies I find each party was served in accordance with sections 88 and 89 of the Act.

Analysis

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, 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. The parties agree that this tenancy will end on 12:00 pm March 31, 2020, by which time the tenant and any other occupant will have vacated the rental unit.
2. Both parties agree that this tenancy ends by way of this mutual agreement.
3. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of both applications at this hearing.

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 advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 12:00 p.m. on March 31, 2020 or the tenant fails to comply with the settlement terms set out above. 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.

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 31, 2020

Residential Tenancy Branch