



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

On January 14, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on January 6, 2020. The matter was set for a conference call.

Both the Tenant, the Tenant’s Son (the “Tenant”) and the Landlord attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the Notice issued on January 6, 2020, be cancelled pursuant to section 47 of the *Act*?
- If not, Is the Landlord entitled to an order of possession pursuant to section 47 of the *Act*?

### Background and Evidence

The parties agreed that the Tenant was personally served with the Notice on January 6, 2020. The Notice explains that the Tenant had ten days to dispute the Notice. The Tenant filed to dispute the notice on January 14, 2020, within the statutory timeline.

During the hearing, both parties expressed a desire to enter into a mutual agreement to extend the move out date on the Notice.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenant will move out of the rental unit by May 31, 2020, at 1:00 p.m.
2. The Tenant will continue to pay rent as per their tenancy agreement, until the tenancy has ended in accordance with this settlement agreement.
3. The Tenant may issue the Landlord a 14-Day written notice to end the tenancy before May 31, 2020.
4. If the Tenant exercises the above option, the Landlord will refund the portion of the rent paid for that month, after the 14-Day notice period has expired, on a per diem basis.
5. The Tenant will cover the cost of all fines, that the Landlord may received, due to the Landlord's delay in complying with the Township of Langley's order to remove this rental unit.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

### Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, an **Order of Possession** dated **May 31, 2020**, will be granted to the Landlord to be served on the Tenant in accordance with this agreement.

### Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlord to be served on the Tenant effective not later than 1:00 p.m. on May 31, 2020. The Landlord is provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. 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 12, 2020

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Residential Tenancy Branch