



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

cancel the One Month's Notice (Notice) for cause pursuant to section 47(4) of the *Act*.

Both parties 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 tenant's application for dispute resolution and evidentiary package after it was sent to the landlord by way of Canada Post registered mail on January 27, 2020.

The parties are found pursuant to section 88 of the *Act* to have been served with this package in accordance with the *Act*. The Canada Post tracking number is listed on the first page of this decision.

### Preliminary matter

This hearing was originally scheduled for February 27, 2020, an Interim decision was prepared, and the hearing was reconvened to March 17, 2020.

While the original hearing was scheduled in response to the Tenant's Application to dispute a One Month Notice to End Tenancy for Cause issued on January 1, 2020. The landlord served a further One Month Notice to end tenancy for cause on February 1, 2020.

Advocate for the tenant advised that they submitted a second Application to dispute the February 1, 2020 Notice and the Residential Tenancy Branch scheduled a hearing for May 4, 2020 with the file number indicated on the cover page of this decision. The

parties elected to resolve both disputes in this hearing and the hearing for May 4, 2020 is incorporated into the settlement decision today. The hearing for May 4, 2020 has been cancelled, with agreement of both parties.

Issue(s) to be Decided

Is the tenant entitled to cancel the One Month's Notice for Cause issued on January 1, 2020 pursuant to section 47 of the *Act*?

Is the tenant entitled to cancel the One Month's Notice for Cause issued on February 1, 2020 pursuant to section 47 of the *Act*?

Should the tenant be unsuccessful in cancelling both Notices is the landlord entitled to an Order of Possession for cause pursuant to section 55 of the *Act*?

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 JSW agrees to move out of the rental unit by June 30, 2020 by 1:00 P.M.
2. The tenant JSW must continue to pay the monthly rent for April, May and June 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.

The landlord and tenant 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 be June 30, 2020.

To give effect to the settlement reached between the parties and as discussed during the hearing, I issue the attached Order of Possession to be used by the landlord only if the tenant and any occupant fails to vacate the rental premises by June 30, 2020 by 1:00 P.M.

### Conclusion

In support of this settlement and with the agreement of both parties, I grant the landlord an order of possession pursuant to section 55(2)(d) of the *Act*.

Should the tenant fail to comply with the Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: March 18, 2020

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Residential Tenancy Branch