



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DAKELH & QUESNEL COMMUNITY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC-MT

### Introduction

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

- cancellation of the One Month Notice to End Tenancy for Cause (the Notice), pursuant to section 47; and
- request for more time to cancel a One Month Notice for Cause ("Notice) pursuant to section 66 of the *Act*.

Both parties, the landlord's Tenant Relations Manager VH, Executive Director LR and Building Security BH and tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were in attendance, I confirmed that there were no issues with service of the tenant's application for dispute resolution and evidence. I find that the landlord was duly served with the tenant's application and evidence, in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to cancel the Notice pursuant to section 47 of the *Act*?

Is the tenant entitled to more time to cancel the Notice pursuant to section 66 of the *Act*?

If the tenant fails in her application, is the landlord entitled to an order of possession 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.

The parties agreed to the following final and binding settlement:

1. The tenant agrees to refrain from smoking inside the rental unit and agrees to smoke in the designated spot for smoking outside of the building.
2. The tenant has been provided with more time to find suitable accommodation due to Covid19. The tenant agrees to vacate the premises on September 30, 2020 at 1:00 p.m. if the tenant fails to comply. Should the tenant fail to vacate the rental unit. The landlord will serve the Order of Possession attached to this agreement.

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 was binding and enforceable.

### Conclusion

I grant an order of Possession effective September 30, 2020. Should the tenant or any occupant on 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 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: April 28, 2020

---

Residential Tenancy Branch