



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SATGUR HOLDINGS LTD. & LEE MURPHY  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC, FFT

### Introduction

On March 11, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated March 5, 2020, (“the One Month Notice”). The Tenants also applied to recover the filing fee for the Application.

The Landlord and Tenant appeared at the hearing. The Tenants were asked whether or not they want to proceed with their dispute to cancel the One Month Notice to End Tenancy for Cause.

The Landlord and Tenants testified that the parties have entered into a mutual agreement to end the tenancy. The Landlord and Tenant agreed to settle the dispute pursuant to section 63 of the Act.

### Settlement Agreement

The parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end on **May 31, 2020, at 4:00 p.m.**
2. The parties agree that the Landlord is granted an order of possession effective **May 31, 2020, at 4:00 p.m.** For enforcement, the Landlord must serve the Tenants with the order of possession.
3. The Tenants withdraw their application to cancel the One Month Notice to End Tenancy for Cause dated March 5, 2020.
4. The Landlord withdraws the One Month Notice to End Tenancy for Cause dated March 5, 2020.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective May 31, 2020, at 4:00 p.m. This order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: May 05, 2020

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Residential Tenancy Branch