



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Tri Street Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNE, CNC, FFT

Introduction

This hearing was scheduled in response to the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order to cancel One Month Notice for cause pursuant to section 47(4) of the *Act*.
- an order to cancel One Month Notice for end of employment pursuant to section 48(5) of the *Act*.
- application of the filing fee pursuant to section 72 of the *Act*.

Both parties, the landlord JM, the tenant SF and LRT 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 tenant affirmed that the landlord was served the Notice of Dispute Resolution together with the evidentiary package via Canada Post registered mail.

The landlord affirmed that the tenant was served with the evidentiary package via Canada Post registered mail.

Both parties testified they received each other's documents although they were unable to provide the Canada Post registered mailing numbers. I find that both parties were served, and this satisfies the service requirements set out in sections 88 and 89 of the *Act*.

Issues to be Decided

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

Is the tenant entitled to cancel the One Month Notice for end of employment pursuant to section 48(5) of the *Act*?

Is the tenant entitled to the filing fee for this application pursuant to section 72 of the Act?

If the tenant fails in his 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 agreement was read over to the parties twice to ensure that they understood the settlement agreement.

The parties agreed to the following final and binding settlement:

1. The tenant SF and LRT occupant agree to vacate the rental unit on Monday **August 31, 2020 at 1:00 P.M.**
2. If the tenant SF and occupant LRT find suitable accommodation earlier than August 31, 2020, the landlord agrees that the tenant SF and occupant LRT can provide 30 calendar days notice to the landlord to vacate.
3. Monthly rent in the amount of must continue to be paid in accordance with the tenancy agreement.
4. The tenancy ends on the effective date of August 31, 2020 at 1:00 p.m.

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 terms are legal, final, binding and enforceable.

Conclusion

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: June 1, 2020

Residential Tenancy Branch