



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Villa Rosalma and Rockwell Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNC

### **Introduction**

This is an application by a tenant to cancel a One Month Notice issued pursuant to section 47.

AM and TK attended for the landlord ("the landlord"). The tenant attended. The parties were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

### **The parties agreed as follows:**

1. The tenancy between the parties will end at 1:00 PM on August 30, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following order to the landlord: an Order of Possession dated August 30, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.

#### Conclusion

I issue the following order to the landlord: an Order of Possession dated August 30, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.

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: August 17, 2020

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Residential Tenancy Branch