



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COWICHAN LAKE SENIORS HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC-MT

Introduction

On July 29, 2020, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”) and seeking more time to cancel the Notice pursuant to Section 66 of the *Act*.

The Tenant attended the hearing, with L.V. attending as his Advocate. J.P., S.S., and R.R. attended the hearing as agents for the Landlord. All in attendance provided a solemn affirmation.

L.V. advised that she served the Landlord with the Notice of Hearing and evidence package by registered mail on August 12, 2020. Records indicated that this package was provided to L.V. on July 31, 2020 and Rule 3.1 of the Rules of Procedure required this package to be served within three days of July 31, 2020. When she was asked why she waited until August 12, 2020 to serve this package, she stated that she was waiting to obtain more information and that she went on vacation from August 4 to August 7, 2020.

J.P. confirmed that this package was received; however, while they did manage to submit a response, the Notice of Hearing package was served very late.

As the Notice of Hearing package was not served in accordance with the Rules of Procedure, there was a possibility that the Tenant’s Application would have been dismissed without leave to reapply. However, as will be addressed later in this Decision, the parties engaged in a settlement agreement.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
- Is the Tenant entitled to more time to have the Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on June 1, 2018, that rent was currently established at \$540.00 per month, and that it was due on the first day of each month. A security deposit of \$100.00 was also paid.

The parties provided submissions with respect to the reasons the Notice was served; however, both parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Order of Possession that accompanies it.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant will maintain possession of the rental unit until **October 31, 2020 at 1:00 PM.**
2. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

If condition one is breached, the Landlord is provided with a conditional Order of Possession effective **October 31, 2020 at 1:00 PM** after service of this Order on the Tenant.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Landlord is provided with a formal copy of a conditional Order of Possession effective at **1:00 PM on October 31, 2020 after service of this Order** on the Tenant. 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 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: September 3, 2020

Residential Tenancy Branch