



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RUDI'S TOWNHOUSE APARTMENT and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNE-MT OLC

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated July 27, 2020 (1 Month Notice) and for an order for the landlord to comply with the Act, regulation or tenancy agreement.

The landlord HK, the tenant, and two tenant advocates, MM and SP (advocates) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

The tenant did not serve documentary evidence on the landlord. The tenant confirmed that the landlord served the tenant with their documentary evidence and that they had the opportunity to review that evidence prior to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

Firstly, the surname of the landlord was corrected by consent of the parties at the outset of the hearing. Secondly, the parties confirmed their email addresses at the outset of the hearing. In addition, the parties confirmed their understanding that the decision would be emailed to both parties. The order of possession will be emailed to the landlord only for service on the tenant.

Issues to be Decided

- Should the 1 Month Notice be cancelled?

- Should the landlord be directed to comply with the Act, regulation or tenancy agreement?

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that the tenancy will end on **October 31, 2020 at 1:00 p.m.**
2. The landlord is granted an order of possession effective **October 31, 2020 at 1:00 p.m.** which must be served on the tenant.
3. The tenant withdraws their application in full as part of this mutually settled agreement.

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 the parties understood the binding nature of this full and final settlement of these matters.

I note the filing fee was waived.

Conclusion

I order the parties to comply with the terms of their settled agreement, pursuant to section 63 of the Act.

The landlord has been granted an order of possession effective October 31, 2020 at 1:00 p.m. Should the landlord require enforcement of this order, it must be first served on the tenant by the landlord and may be filed in the Supreme Court and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act.

This decision will be emailed to both parties. The order of possession will be emailed to the landlord for service on the tenant.

I do not grant the filing fee as it was already waived.

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: September 3, 2020

Residential Tenancy Branch