



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KERR PROPERTIES 002 LTD  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of a 1 Month Notice to End Tenancy for Cause.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The corporate landlord was represented by its agent.

As both parties were present service was confirmed. The landlord testified that they had been served with the tenant's application and materials. Based on the testimony I find the landlord duly served in accordance with sections 88 and 89 of the *Act*.

### Analysis

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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. This tenancy will end on 1:00 pm November 30, 2020, by which time the tenant and any other occupants will have vacated the rental unit.

2. The parties acknowledge that there is a rental arrear of \$1,952.00 for this tenancy which the landlord will waive if the tenant vacates the rental unit on or before November 30, 2020 in accordance with this settlement agreement.
3. Both parties agree that they will conduct themselves in accordance with the Act, regulations and tenancy agreement for the duration of this tenancy and when vacating the rental unit at the end of the tenancy.
4. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of both applications at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on November 30, 2020. Should the tenant 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: November 3, 2020

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Residential Tenancy Branch