



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package. The tenant confirmed that he did not submit any documentary evidence. The landlord confirmed he submitted 15 documentary evidence files and served them in person to the tenant. The tenant confirmed receipt of this package. Neither party raised any other service issues.

I accept the undisputed affirmed evidence of both parties and find that both parties are deemed sufficiently served as per section 90 of the Act.

Both parties confirmed the landlord served the tenant with a 1 Month Notice to End Tenancy. Both parties confirmed the landlord served only 1 Notice to End Tenancy which was disputed by the tenant. The tenant confirmed that an amendment was filed in error and that no second 1 month notice was being disputed. On this basis, the tenant's amendment is dismissed as it was filed in error.

Issue(s) to be Decided

Are the tenants entitled to an order cancelling the 1 month notice?

Background, Evidence, Analysis and Conclusion

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on December 31, 2020, by which time the tenants will have vacated the rental unit.

The landlords agreed to withdraw the 1 Month Notice to End Tenancy for Cause.

The tenants agreed to withdraw the application for dispute of the 1 Month Notice.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on December 31, 2020. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, the 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 05, 2020