



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 an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47.

The tenants PLV and LH attended with advocate SH (“the tenant”). The landlord’s agent KP attended with lawyer HF (“the landlord”). 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.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 76 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

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 **May 31 ~~June 30~~, 2021**, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord;
2. The tenant may vacate the unit before **May 31 ~~June 30~~**, 2021 after providing the landlord with one month's written notice;
3. The tenant shall communicate with the lawyer HF at the email address and telephone number provided on all matters related to the tenancy except for emergency issues; and
4. The issue of the security deposit and pet deposit shall be dealt with by the parties at the end of the tenancy.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession effective 1:00 PM on **May 31 ~~June 30~~**, 2021.

Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

Conclusion

Pursuant to the settlement between the parties, I grant the landlord an Order of Possession effective 1:00 PM on **May 31 ~~June 30~~**, 2021.

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: January 11, 2021

Residential Tenancy Branch