



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Conayt Friendship Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, OLC**

Introduction

The words tenant and landlord in this decision have the same meaning as in the Act, and the singular of these words includes the plural.

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

An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to sections 46 and 55; and

An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62.

The landlord was represented at the hearing by a facilities maintenance manager, AC ("landlord"). The tenants attended the hearing and were assisted by an advocate, KD. As both parties were present, service of documents was confirmed. The landlord acknowledged receipt of the tenants' Application for Dispute Resolution and the tenants acknowledged receipt of the landlord's evidence. Both parties stated they had no concerns with timely service of documents.

Preliminary Issue

The landlord's name as shown on the tenancy agreement and the notice to end tenancy did not match the name provided on the tenant's Application for Dispute Resolution. In accordance with section 64(3) of the Act, I amended the tenant's application to reflect the proper name of the landlord.

Settlement Reached

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. I advised the

parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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. The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on February 28, 2021 by which time the tenants and any other occupants will have vacated the rental unit.
2. The rights and obligation of the parties continue until the tenancy ends.
3. The 10 day notice is cancelled and of no further force or effect.
4. The parties agree to attend for a condition inspection report at 1:00 p.m. on February 28, 2021.

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.

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenants immediately and enforce it as early as 1:00 p.m. on February 28, 2021, should the landlord be required to do so.

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on February 28, 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 12, 2021

Residential Tenancy Branch