



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, CNL

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a One Month Notice to End Tenancy for Cause and to cancel a Two Month Notice to End Tenancy for Landlord's Use.

The Tenant stated that on November 19, 2020 the Dispute Resolution Package and evidence she submitted to the Residential Tenancy Branch were personally served to the Landlord and were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On January 21, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was personally served to the Tenant on December 09, 2020. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Should a One Month Notice to End Tenancy for Cause be set aside?

Should a Two Month Notice to End Tenancy for Landlord's Use be set aside?

Background and Evidence

After considerable discussion about the merits of the One Month Notice to End Tenancy for Cause and Two Month Notice to End Tenancy for Landlord's Use that was served to the Tenant, the parties reached a settlement agreement. As the parties were able to reach a settlement agreement, the testimony provided at the hearing is not summarized here.

The Landlord and the Tenant mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on September 30, 2021; and
- The tenancy may end earlier than September 30, 2021 if the Tenant gives proper written notice of her intent to vacate.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Landlord and the Tenant clearly indicated their intent to resolve this dispute under these terms.

The Landlord and the Tenant each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

Analysis

I find that all issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion

On the basis of the aforementioned settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on September 30, 2021. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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: February 08, 2021

Residential Tenancy Branch