



# Dispute Resolution Services

Page: 1

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 and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenant's dispute resolution application ('Application') and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord duly served with the tenant's application and evidence. The landlord submitted written evidence, but confirmed that the tenant was not served with these evidentiary materials. As the landlord's evidence was not served in accordance with section 88 of the *Act*, the landlord's evidence will be excluded for the purposes of this hearing.

The tenant confirmed receipt of a handwritten notice to end tenancy, which was replaced with a Notice to End Tenancy in its proper by the landlord. The tenant testified that this Notice To End Tenancy was served on January 28, 2021, while the landlord testified that this Notice To End Tenancy was posted on January 23, 2021. As the tenant filed her application within the time required by the *Act*, and as both parties confirmed that the tenant was served with the second Notice to End Tenancy, the hearing proceeded on the basis of the second Notice to End Tenancy which was posted on the tenant's door sometime between January 23, 2021 and January 28, 2021.

### **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. Both parties entered into a mutual agreement that this tenancy will end on June 30, 2021 by 1:00 p.m., by which date the tenant and any other occupants will have vacated the rental unit.
2. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy, and not on the basis of the landlord's 1 Month Notice.
3. The landlord agreed that the tenant would be provided compensation equivalent to the monthly rent. Both parties agreed that the tenant may withhold the June 2021 rent in satisfaction of this monetary order.
4. The security deposit will be dealt with at the end of the tenancy, and in accordance with the *Act* and tenancy agreement.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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.

I refer both parties to the Residential Tenancy Act, Regulation, and Residential Policy Guidelines for further reference to their obligations under the tenancy agreement:

[https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/00\\_02078\\_01](https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/00_02078_01)

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/calculators-and-resources/policy-guidelines>

[https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/10\\_477\\_2003](https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/10_477_2003)

**Conclusion**

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on June 30, 2021. 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 tenant(s) does not abide by condition #1 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, the tenant may withhold the June 2021 rent in satisfaction of the monetary compensation payable to the tenant as set out in condition #3 of the above agreement.

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: April 23, 2021

---

Residential Tenancy Branch