



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Widsten Property Management  
Inc. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FFT, LRE

### Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the "One-Month Notice"), dated February 5, 2021, pursuant to s. 47 of the *Act*;
- a suspension or setting of conditions on the landlord's right to enter the rental unit;
- reimbursement of the Application filing fee.

Both the landlord and an agent of the tenant attended the scheduled hearing, scheduled pursuant to s.74(2) of the *Act* on May 13, 2021.

At the outset of the hearing, the agent of the tenant confirmed that the tenant will move out from the rental unit on May 31, 2021. The landlord accepted this as the end-of-tenancy date, and in effect the tenant withdrew their Application to cancel the One-Month Notice.

On confirmation, the tenant's agent accepted the landlord's offer that the tenant remains in the unit until May 31, 2021. They consented to the landlord's request for an Order of Possession that specifies that date.

### Settlement Terms

Pursuant to s. 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute, the settlement may be recorded in the form of a decision and/or orders.

Both parties agreed to the following final and binding settlement of all issues currently under dispute with this Application:

- the tenant shall vacate the unit on May 31, 2021 – this is based on the end of tenancy resulting from the landlord's confirmed sale of the rental unit;
- the landlord shall have an Order of Possession specifying the end-of-tenancy date of May 31, 2021;
- the tenant agreed to bear the cost of the \$100 filing fee they paid for this Application.
- the tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing.

Given that the tenancy will end on May 31<sup>st</sup>, I find the landlord's right to enter the rental unit is not relevant to the relations between the parties going forward until that time. This portion of the tenant's Application is dismissed without leave to reapply.

The particulars above comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed in the hearing that they understood and agreed to the above terms, free of any duress and coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable and settle all aspects of this dispute.

### Conclusion

The landlord's One-Month Notice issued February 8, 2021 is cancelled and of no force or effect.

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord only if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 31, 2021. The landlord must serve the tenant this order if needed. Should the tenant fail to comply with the Order of

Possession, it may be filed and enforced as an Order of the Supreme Court of British Columbia.

Given this settlement, the tenant must bear the cost of the \$100 filing fee paid for this Application.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: May 13, 2021

---

Residential Tenancy Branch