



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sabar Investments and  
[tenant name suppressed to protect privacy]

## **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;

Agents AS and DN attended for the landlord (“the landlord”). The tenants attended with the lawyer OD-C (“the tenant”). All parties had opportunity to provide affirmed testimony, present evidence and make submissions.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 51 minutes.

At the start of the hearing, I informed the parties that recording of the hearing is prohibited under the Rules of Procedure. Each participant testified they were not recording the hearing.

Each party confirmed the email address to which any Decision and Order will be sent.

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. This settlement agreement was reached in accordance with section 63.

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 November 30, 2021, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.

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 November 30, 2021.

Each party stated they understood and agreed to the terms of this settlement.

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.

Should the tenant fail to comply with these Orders, the Orders may be filed and enforced as an Order of the Courts of British Columbia.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

Pursuant to the terms of the settlement agreement between the parties, I grant the landlord an Order of Possession effective 1:00 PM on November 30, 2021 pursuant to section 55(2)(d) of the *Act*.

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

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: August 10, 2021

---

Residential Tenancy Branch