



# Dispute Resolution Services

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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 via conference call and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

At the outset, both parties confirmed the tenant served the landlord with the notice of hearing package in person. Both parties also confirmed the tenant served 1 late documentary evidence file to the landlord on August 17, 2021 via electronic message. Both parties also confirmed the landlord served the tenant with 53 documentary evidence files via electronic message on August 16, 2021. Neither party raised any service issues.

A review of the tenant's application was made in which no copy of the Notice to End Tenancy was found. The tenant confirmed that she did not submit a copy of the notice to end tenancy. Both parties were informed that in an application to cancel a notice to end tenancy the notice to end tenancy document is not a trivial piece of information and is the foundation in which either party relies on to assist in their application.

Discussions took place in which the tenant stated that she no longer wished to dispute the notice and wishes to end the tenancy. The landlord stated that he also wishes to end the tenancy.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on October 1, 2021, by which time the tenant will have vacated the rental unit.

The landlords agreed to withdraw the 1 Month Notice to End Tenancy for Cause.

The tenant agreed to cancel the application for dispute.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenant fails to vacate the rental premises in accordance with their agreement by 1:00 pm on October 1, 2021. The landlord is provided with this order in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, 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 31, 2021

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Residential Tenancy Branch