



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHILLIWACK LIONS CLUB and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC-MT, OLC

Introduction

A hearing was convened on June 03, 2021 in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a One Month Notice to End Tenancy for Cause, for more time to apply to cancel the Notice to End Tenancy, and for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement.

The hearing on June 03, 2021 was adjourned for reasons outlined in my interim decision of that date. The hearing was reconvened on September 24, 2021 and was concluded on that date.

At the hearing on June 03, 2021 the Advocate for the Tenant stated that the Tenant's evidence was served to the Landlord with the Application for Dispute Resolution. The Primary Agent for the Landlord stated that this evidence was not received. As the Landlord did not acknowledge receiving the Tenant's evidence, the Tenant was directed to re-serve all of the evidence previously submitted to the Residential Tenancy Branch for these proceedings, via email, by June 06, 2021.

At the hearing on September 24, 2021 the Advocate for the Tenant stated that this evidence was not re-served to the Landlord. As the evidence was not re-served to the Landlord and the Landlord does not acknowledge receiving the evidence when it was allegedly served with the Application for Dispute Resolution, this evidence was not accepted as evidence for these proceedings.

On September 15, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Primary Agent for the Landlord stated that this evidence was personally

served to the Tenant on September 15, 2021. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Should the Tenant be granted more time to apply to cancel the One Month Notice to End Tenancy for Cause and, if so, should it be set aside?

Background and Evidence

The Primary Agent for the Landlord stated that a One Month Notice to End Tenancy for Cause was placed under the door of the rental unit on January 29, 2021. The Tenant stated that this Notice to End Tenancy was received on February 02, 2021.

The Application for Dispute Resolution to dispute the One Month Notice to End Tenancy for Cause was not filed until March 01, 2021.

After discussing the reasons the Tenant did not apply to cancel the One Month Notice to End Tenancy for Cause within ten days of receiving it and prior to me determining whether more time to apply to cancel the Notice should be granted, the parties agreed to settle all issues in dispute at these proceedings under the following term:

- The tenancy will end, by mutual agreement, on October 31, 2021.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Primary Agent for the Landlord and the Tenant clearly indicated their intent to resolve this dispute in accordance with the settlement agreement.

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

Analysis

I find that the parties have settled all issues in dispute at these proceedings.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on October 31, 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: September 24, 2021

Residential Tenancy Branch