



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ATIRA WOMANS RESOURCE  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNC

### **Introduction**

This hearing was reconvened from an adjourned hearing originally scheduled for August 24, 2021. I had allowed the tenant's adjournment application to ensure that both parties are properly served with each other's evidentiary materials.

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 make submissions, to call witnesses and to cross-examine one another.

### **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 September 30, 2021 at 1 p.m., by which date the tenant(s) and any other occupants will have vacated the rental unit.
2. The landlord agreed to provide the tenant with moving services on Thursday, September 23, 2021 at the expense of the landlord.

3. The management at HH agree to offer the tenant a temporary housing agreement at HH.
4. The landlord agreed that this tenancy is ending on the basis of this mutual agreement, and not on the basis of the 1 Month Notice dated April 16, 2021. The 1 Month Notice is cancelled, and is of no force or effect.

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.

### **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 September 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 tenants do 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.

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 21, 2021

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Residential Tenancy Branch