



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding City of Vancouver and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as the result of the tenant's application for dispute resolution seeking under the Residential Tenancy Act (Act). The tenant applied for:

- an order cancelling the One Month Notice to End Tenancy for Cause (Notice) issued by the landlord.

The tenant, the tenant's advocate, the landlord's agent (agent) and the landlord's witnesses attended the hearing and instructions were provided.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, both parties affirmed they were not recording the hearing. The parties did not have any questions about my direction pursuant to RTB Rule 6.11.

The parties confirmed receiving the other's evidence and each confirmed that there were no issues with service or the receipt of the other's evidence. I therefore find the landlord and tenant's evidence was sufficiently served.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary and digital evidence submitted prior to the hearing, and make submissions to me.

Pursuant to the Residential Tenancy Branch Rules of Procedure (Rules), the landlord's agent proceeded first in the hearing to support their Notice. All parties were heard on the merits of the tenant's application and the landlord's Notice.

Thereafter, the parties agreed to resolve their differences and that I would record their settlement.

Settlement and Conclusion

During the hearing the parties reached a settlement. Pursuant to section 63 of the Act, I record their agreement in this my Decision and resulting order. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the tenant's application or the landlord's Notice.

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. The terms of the settlement are as follows.

1. The tenant agrees to vacate the rental unit no later than 1:00 p.m. Pacific Time on November 30, 2021.
2. The landlord is granted an Order of Possession effective at 1:00 p.m. on November 30, 2021. This Order must be served on the tenant to be enforceable and may be enforced in the Supreme Court of British Columbia, if necessary.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. 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 settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

The tenant is cautioned that should enforcement become necessary, the costs of enforcement, **such as bailiff fees**, are subject to recovery from the tenant.

I order the parties to comply with their agreement.

This decision containing the recorded settlement 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 27, 2021

Residential Tenancy Branch