



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>	App #1:	CNC
	App #2:	OPC
	App #3:	OPC

Introduction

The Tenant applies to cancel a One-Month Notice to End Tenancy dated June 30, 2021 pursuant to s. 47 of the *Residential Tenancy Act* (the “*Act*”).

The Landlord brings two cross-applicants for an order of possession under s. 55 of the *Act* pursuant to a One-Month Notice to End Tenancy signed July 28, 2021.

D.E. appeared on his own behalf as Tenant. S.M. appeared as advocate for the Tenant. J.O. appeared as agent for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised the parties of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

The Landlord advised having served the One-Month Notice to End Tenancy of July 28, 2021 by way of personal service and registered mail, both occurring on July 28, 2021. The Tenant acknowledged receipt of the July 28, 2021 One-Month Notice on July 28, 2021. I find that the Landlord served the One-Month Notice of July 28, 2021 in accordance with s. 88 of the *Act* on July 28, 2021.

The Tenant advised having served his application and evidence by way of registered mail sent on July 22, 2021. The Landlord acknowledges receipt of the Tenant’s application materials. I find that the Tenant has served his application materials in accordance with s. 89 of the *Act*. Pursuant to s. 90, I deem the Landlord to have been served with the Tenant’s application materials on July 27, 2021.

The Landlord advised having served their second application and evidence by way of registered mail and personal service on the Tenant, both occurring on September 29, 2021. The Tenant acknowledged receipt of the Landlord's application materials. I find that the second application was served in accordance with s. 89 of the *Act* on September 29, 2021.

The Landlord advised having not served the initial application. The relief in both applications is identical.

Parties' Settlement

Pursuant to section 63 of the *Act*, I 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.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement on February 28, 2022.
2. The Tenant agrees to comply with the tenancy agreement and the *Act* for the remainder of the tenancy.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Pursuant to the parties' settlement, I grant the Landlord an order of possession effective at **1:00 PM on February 28, 2022**. The Tenant must provide the Landlord vacant possession of the rental unit prior to the order of possession becoming effective.

It is the Landlord's obligation to serve the order of possession on the Tenant. If the Tenant does not comply with the order for possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: November 08, 2021

Residential Tenancy Branch