



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC-MT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the "**Notice**") pursuant to section 47;
- more time to make an application to cancel the Notice pursuant to section 66;

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Both parties confirmed they received the prepared documentary evidence in advance of this meeting. The hearing began at 1:30 p.m. The landlord was on time for the hearing. The tenant dialed into the conference call 17 minutes after the hearing started (1:47 p.m.). She explained that she mistakenly thought the hearing was at the Courthouse and went there before realizing her mistake.

At the outset of the hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by anyone. Both the landlord and tenant separately affirmed, under oath, that they would not record this hearing.

The tenant confirmed she received the Notice on July 31, 2021, in person, from the landlord.

The owner confirmed that he was the owner and landlord of the rental unit.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed.

Settlement

Both parties made submissions concerning the One-Month Notice issued by the landlord on July 31, 2021. The Notice listed the end-of-tenancy date as August 31, 2021. The tenant advised that she was actively looking for alternate accommodations with a roommate.

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. After discussion on the issues and the practical matters of ending tenancy, both parties reached an agreement on the end-of-tenancy date.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenant agreed to pay the landlord January 2022 rent of \$1000.00 on or before January 1, 2022.
2. The tenant agreed to pay the landlord utilities for the period December 15, 2021, through January 14, 2022, by January 15, 2022.
3. The tenant agreed to pay the landlord utilities for the period January 15 through January 31, 2022, by February 15, 2022.
4. Both parties agreed that this tenancy will end by 1:00 p.m. on January 31, 2022.
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

This comprises the full and final settlement of all aspects of this dispute and all future disputes relating to this tenancy between the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this and all future disputes relating to the tenancy between them.

During the hearing, I repeatedly confirmed the above settlement terms with the landlord and tenant. Both parties repeatedly affirmed that this was a full and final settlement of this application.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on January 31, 2022.

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: December 21, 2021

Residential Tenancy Branch