



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Native Housing Society and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction. Preliminary and Procedural Matters-

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

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

The tenant and the landlord's agents (landlords) attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

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, all parties affirmed they were not recording the hearing.

The evidence shows that since the Notice was issued to the tenant and after the tenant's application was made, a new landlord has taken over management of the residential property. As a result, I find it necessary to change the name of the landlord listed in the tenant's application to reflect the name of the current landlord, VNHS. I have excluded the name of the original landlord on the resulting order of possession of the rental unit.

Prior to the hearing, the tenant requested an adjournment of the hearing in order to gather evidence to respond to the landlord's evidence filed on December 7, 2021.

I declined the request, as the tenant had not filed any evidence with her application for dispute resolution made on August 13, 2021, as required, or at any time since the application was made. I find it prejudicial to the landlord to adjourn the hearing based on the allegations made on the Notice.

During initial discussions on the hearing procedure, the tenant mentioned a possible resolution of the matter at hand. At that time, the parties entered into a mediated discussion and the parties agreed that the tenancy would end.

### **Mutual Settlement**

The tenant and the landlord's agent agreed to a mutual settlement under the following terms and conditions:

1. The tenant agrees that the tenancy will end on or before **1:00 p.m., January 31, 2022.**
2. The tenant agrees to vacate the property in question, by **1:00 p.m. on January 31, 2022;**
3. The tenant agrees and understands that the landlord will be issued an **order of possession** (Order) for the rental unit, based upon the settled agreement, effective at **1:00 p.m., on January 31, 2022;**
4. Should it become necessary, this Order must be served on the tenant to be enforceable and may be enforced in the Supreme Court of British Columbia;
5. The tenant understands that she is to control her behaviour during the balance of the tenancy.

### **Conclusion**

The tenant and the landlord have reached a settled agreement.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties confirmed their understanding that their settled agreement and the Order are legally binding and fully enforceable.

Based upon the settled agreement as outlined above, I provide the landlord with an **order of possession** for the rental unit, in the event the tenant fails to vacate the unit by **January 31, 2022, at 1:00 p.m.**

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

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are informed that no finding is made on the merits of the said application for dispute resolution or the landlord's Notice.

This decision containing the recorded settlement of the parties 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 17, 2021

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Residential Tenancy Branch