



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Parksville Alliance Housing  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC FF

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A participatory hearing, by teleconference, was held on January 24, 2022. The Tenants applied to cancel a 1-Month Notice to End Tenancy for Cause, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord and the Tenant both attended the hearing. All parties provided affirmed testimony.

### Settlement Agreement

During the hearing, a mutual agreement was discussed and the Tenant agreed to withdraw their application on all of the above grounds, and the Landlord agreed to cancel the One Month Notice.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenants will move out of the rental unit by **June 30, 2022, at 1pm.**
- The Landlord cancels the One Month Notice, issued in September 2021
- The Tenants withdraw their application in full

- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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.

### Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective June 30, 2022, at 1pm and after service on the tenants. The Landlord may serve and enforce this Order if the Tenants fail to move out as specified above.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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: January 24, 2022

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Residential Tenancy Branch