



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Campbell River Horizon Limited  
Partnership and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC-MT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for more time to apply to cancel a One Month Notice to End Tenancy for Cause dated January 24, 2022 ("One Month Notice"), with which she was served by the Landlord; and to cancel the One Month Notice.

The Tenant and her advocate, H.B. ("Advocate"), an agent for the Landlord ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. The Landlord's counsel, A.B., also attended the hearing to represent the Landlord ("Counsel").

I explained the hearing process to the Parties and gave them an opportunity to ask questions. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described herein.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

The Parties provided their email addresses in the hearing, and they confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the One Month Notice dated January 24, 2022.
2. The Parties agree that the Tenant will withdraw her Application in full as part of this mutually agreed settlement.
3. The Parties agree that the Tenant will not have any sub-tenants before she moves.
4. The Parties agree that the Tenant's moving assistant [T.A.] is not subletting the rental unit.
5. The Parties agree that the Landlord will pay to the Tenant a total of \$20,000.00, which will be paid in two parts:
  - a. The Landlord will pay the Tenant the first \$10,000.00 on June 1, 2022; and
  - b. The Landlord will pay the Tenant the final \$10,000.00, as soon as possible after the Tenant moves, but at the latest within five days of the Tenant moving her trailer, and all of her cats and possessions from the Park.

("Payments")

6. The Parties agree that the Tenant will provide the Landlord with her banking details as soon as possible, and by May 27, 2022, at the latest, in order to allow performance of these Payments in a timely manner.
7. The Parties agree that the Tenant will vacate the Park by the end of June 2022, but no later than by July 31, 2022, at 1:00 p.m.

8. The Tenant agrees that she will remove her trailer, her cats and all of her possessions from the Park by the dates set out above in order to be compliant with this Settlement Agreement.
9. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Landlord adheres to the payment schedule as stipulated above. The Landlord is granted an Order of Possession effective two days after service of this Order on the Tenant, which is to be enforced only if the Tenant does not adhere to the vacating schedule stipulated above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. If the Tenant complies with the above vacating schedule, this Order will become void and unenforceable.
10. The Parties agree that they entered into this Agreement completely voluntarily.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

These particulars comprise the full and final settlement of all aspects of this dispute for both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

### Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause dated January 24, 2022 is cancelled and is of no force or effect.

In addition, in support of the settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective two days after service of the Order** on the Tenant. This Order must be served on the Tenant, only if the Tenant fails to adhere to the terms of this Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 12, 2022

---

Residential Tenancy Branch