



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LOOKOUT SHELTER SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes    CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenant on June 10, 2022, under the *Residential Tenancy Act* (the Act), seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice).

The hearing was convened by telephone conference call at 9:30 A.M. (Pacific Time) on October 31, 2022, and was attended by the Tenant, the Tenant's Advocate, and two agents for the Landlord (the Agents). All testimony provided was affirmed. As the Agents acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP) and stated there were no concerns with the date or method of service, the hearing proceeded as scheduled.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that pursuant to rule 6.11 of the Rules of Procedure, recordings of the proceedings are prohibited, except as allowable under rule 6.12, and the parties confirmed that they were not recording the proceedings.

At the request of the Tenant, a copy of this decision will be mailed to them at the rental unit. At the request of the Agents, a copy of the decision and Order of Possession will be emailed to them at the email addresses listed in the Application.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order(s).

During the hearing, the parties stated that they had already reached a settlement agreement, which I have documented as follows:

1. The parties agree that the tenancy will end on November 30, 2022, at 1:00 P.M. (Pacific Time), and the Tenant agrees to vacate the rental property by this date and time.
2. The parties agree that rent for the month of November 2022 has already been paid.
3. The parties agree that the security deposit will be dealt with at the end of the tenancy in accordance with the Act.
4. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.
5. The Application and the One Month Notice are both withdrawn as part of this settlement agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

### Conclusion

I order the parties to comply with the terms of the mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective 1:00 P.M. (Pacific Time) on November 30, 2022. The Order of Possession should be served on the Tenant as soon as possible. Should the Tenant fail to comply with the Order of Possession, it may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 31, 2022

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Residential Tenancy Branch