



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC-MT

Introduction

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 47 cancelling a One-Month Notice to End Tenancy signed on June 18, 2022 (the “One-Month Notice”); and
- an order pursuant to s. 66 for a time extension to dispute the One-Month Notice.

C.K. appeared as the Tenant. O.C. appeared as the Landlord’s agent.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Parties’ Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The Landlord agrees to withdraw the One-Month Notice.
2. The Landlord or a representative for the Landlord shall attend the property to identify those items to be removed by the Tenant located on the exterior of the

property. Following the attendance, the Landlord shall provide written confirmation to the Tenant afterwards of those items to be removed.

3. The Tenant shall have 30-days from the attendance by the Landlord or their representative to remove those items identified by the Landlord.
4. Should the Tenant fail to remove the items identified by the Landlord in compliance with the 30-day timeline, the Landlord shall be at liberty to re-issue a new notice to end tenancy with respect to the matter.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: November 28, 2022

Residential Tenancy Branch