



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COAST FOUNDATION SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant July 21, 2022 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated July 14, 2022 (the "Notice").

R.C. and C.G.S. appeared at the hearing for the Landlord. The Tenant appeared at the hearing with K.T. and R.M. to assist. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The parties provided affirmed testimony.

R.C. confirmed the correct Landlord name which is reflected in the style of cause.

The Tenant submitted the Notice prior to the hearing. The Landlord submitted evidence prior to the hearing. I confirmed service of the hearing package and Landlord's evidence and no issues arose.

A written tenancy agreement was submitted, and the parties agreed it is accurate.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained to the parties that settlement discussions are voluntary. I told the parties that, if they came to an agreement, I would write the agreement out in my written decision. I told the parties I would issue an Order of Possession to the Landlord if the parties agreed to end the tenancy.

The parties came to the agreement outlined below.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Notice is cancelled.
2. The tenancy will end, and the Tenant will vacate the rental unit, no later than **1:00 p.m. on January 03, 2023.**

All rights and obligations of the parties will continue until the tenancy ends.

The above agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued an Order of Possession for the rental unit which is effective at **1:00 p.m. on January 03, 2023.** If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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: December 13, 2022

Residential Tenancy Branch