



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RIGHT AT HOME LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNC**

### **Introduction**

This hearing dealt with two applications filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55.

The tenant attended the hearing and was represented by a legal advocate, LZZ. The landlords were represented at the hearing by owners, CW and JW. The landlords were accompanied by an agent, MK and property manager, HP. As all parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant’s two applications for dispute resolution and the tenant acknowledged service of the landlord’s evidence. Neither party took issue with timely service of documents.

### **Preliminary Issue**

The tenant named the property manager and one of the owners of the building as landlords in one of his applications for dispute resolution. I note that the tenancy agreement and each of the notices to end tenancy were issued by a corporate landlord. In this decision and the accompanying order, the landlord’s name was amended to reflect the proper name in accordance section 64(3) of the Act.

### **Settlement Reached**

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties mutually agree to end the tenancy. The tenancy will end at 1:00 p.m. on February 28, 2023, by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties continue until the tenancy ends.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

#### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on February 28, 2023, should the landlord be required to do so.

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: December 09, 2022

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Residential Tenancy Branch