



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PENTICTON & DISTRICT SOCIETY FOR COMMUNITY
LIVING and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC; CNC

Introduction

This hearing dealt with the tenant's first application, filed on August 26, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47.

This hearing also dealt with the tenant's second application, filed on November 11, 2022, pursuant to the *Act* for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47.

The landlord's agent and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 10 minutes.

This hearing began at 11:00 a.m. with me and the landlord's agent present. The tenant called in late at 11:02 a.m. I did not discuss any evidence with the landlord's agent in the absence of the tenant. This hearing ended at 11:10 a.m.

Both hearing participants confirmed their names and spelling. They both provided their email addresses for me to send this decision to both parties after the hearing.

The landlord's agent stated that she is a housing coordinator, employed by the landlord company ("landlord") named in this application. She provided the legal name of the landlord. She confirmed that the landlord is an agent for the owner of the rental unit. She said that she had permission to represent the landlord and owner at this hearing.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“*Rules*”) does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, both hearing participants separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, the tenant stated that he wanted to settle his two applications. Both parties confirmed that they were ready to proceed with this hearing and they wanted to settle both applications.

The landlord’s agent stated that she received the tenant’s two applications for dispute resolution hearing packages. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant’s two applications.

Settlement Terms

Pursuant to section 63 of the *Act*, if both parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During this hearing, both parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on January 31, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that all of the landlord’s notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his two applications.

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 at the hearing

that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this hearing. Both parties were provided with ample time during this hearing, to discuss, decide, and negotiate about the settlement terms.

Conclusion

I order both parties to comply with all of the above settlement terms.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m. on January 31, 2023, to be used by the landlord **only** if the tenant and any other occupants do not abide by condition #1 of the above settlement. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: January 16, 2023

Residential Tenancy Branch