



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY 21 QUEENSWOOD REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, FFT

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a One Month Notice to End Tenancy for Cause, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that he does not recall how or when the Dispute Resolution Package was served to the Landlord. The Agent for the Landlord stated that the Dispute Resolution Package was sent the Landlord by registered mail, with a posted date of December 28, 2022. On the basis of the testimony of the Agent for the Landlord, I find that these documents were served to the Landlord in accordance with section 89 of the *Residential Tenancy Act (Act)*.

On December 23, 2022 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was sent to the Landlord with the Dispute Resolution Package. The Agent for the Landlord acknowledge receipt of this evidence and it was accepted as evidence for these proceedings.

On January 20, 2023 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted on the Tenant's door on January 20, 2023. The Tenant acknowledge receipt of this evidence and it was accepted as evidence for these proceedings.

On April 06, 2023 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was emailed to the Tenant on April

06, 2023. The Tenant acknowledge receipt of this evidence and it was accepted as evidence for these proceedings.

The participants affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

Prior to discussing the merits of the Application for Dispute Resolution, the Tenant and the Agent for the Landlord mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- The tenancy will continue;
- The Tenant will pay rent when it is due by the first day of each month;
- The Landlord will be granted an Order of Possession, which is effective two days after it is served upon the Tenant; and
- The Landlord may only serve the Order of Possession if the Tenant does not pay rent on, or before, it is due on May 01, 2023, June 01, 2023, July 01, 2023, August 01, 2023, September 01, 2023, or October 01, 2023.

This agreement was summarized for the parties on at least two occasions and both participants clearly indicated that they agreed to resolve this dispute under these terms.

The Agent for the Landlord and the Tenant each acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

All issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. **This Order may be served on the Tenant only if the Tenant does not pay rent on, or before, it is due on May 01, 2023, June 01, 2023, July 01, 2023, August 01, 2023, September 01, 2023, or October 01, 2023.** Once served, the Order may be filed with 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: April 30, 2023

Residential Tenancy Branch