



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding **SUN LIFE ASSURANCE COMPANY OF CANADA**  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC, LRE, FFT

### Introduction and Preliminary Matters

On April 1, 2023, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”), seeking to restrict the Landlord’s right to enter pursuant to Section 70 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing. M.C. attended the hearing as an agent for the Landlord, and he advised of the correct name of the Landlord. As such, the Style of Cause on the first page of this Decision has been amended accordingly.

At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing package was discussed, and there were no issues with respect to this. As such, I am satisfied that the Landlord was duly served this hearing package. Both parties confirmed that their respective evidence packages were not served to each other. As such, both parties’ evidence was excluded and not considered when rendering this Decision.

Submissions were made with respect to the reason the Landlord served the Notice. However, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the Order of Possession that accompanies it.

### Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant will maintain possession of the rental unit until **September 30, 2023, at 1:00 PM.**
2. The Tenant must give up vacant possession of the rental unit on **September 30, 2023, at 1:00 PM.** An Order of Possession will be awarded to the Landlord for this date.
3. The One Month Notice to End Tenancy for Cause, dated March 31, 2023, is cancelled and of no force or effect.
4. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, I hereby Order that the One Month Notice to End Tenancy for Cause of March 31, 2023, to be cancelled and of no force or effect.

The Landlord is provided with a formal copy of an Order of Possession effective on **September 30, 2023, at 1:00 PM after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises 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: July 10, 2023

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Residential Tenancy Branch