



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1282341 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. The participatory hearing was held, via teleconference, on July 13, 2023.

Both sides attended the hearing and provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Settlement Agreement

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The parties agree to set aside and cancel the 1 Month Notice, issued March 2023.

- The parties also agree that there has been a 4 Month Notice to End Tenancy that was issued in June 2023, and both parties agreed that they wanted to settle all of these Notices to End Tenancy as part of this proceeding.
- As such, both parties agreed to uphold the 4 Months Notice but want to change the effective date of the 4 Month Notice to August 31, 2023, and the Tenant would receive August rent free, pursuant to that Notice.
 - The parties agree to end the tenancy as of August 31, 2023, at 1pm, and agree to an order of possession being issued to reflect this.
- The parties agree that the Tenant owes \$4,200.00 in unpaid rent, and will pay the Landlord this amount by July 15, 2023.
 - If the Tenants fail to pay this amount, the Landlord can serve and enforce this monetary order for \$4,200.00.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective August 31, 2023, at 1pm and after service on the tenants. The Landlord may serve and enforce this Order if the Tenants fail to move out as specified above.

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$4,200.00** comprised of rent owed. This order must be served on the Tenants. If the Tenants fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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 18, 2023