

DECISION

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act

This hearing also dealt with the tenants Application under the Act for:

- cancellation of the One Month Notice and an extension under section 66(1) of the Act to the deadline set out under section 47(4) of the Act, as they disputed the notice late

Tenant T.M. attended the hearing for the tenant.

Agents A.N. and M.A.B. attended the hearing for the society that is the landlord M.T.A.R.M.

The parties were able to settle the Applications.

Preliminary Matters

The tenant, who is currently in a residential treatment facility, stated that they were confused about the process for filing the Application and although they called the Residential Tenancy Branch (Branch) on several occasions during the 10-day dispute period set out in section 47(4) of the Act, they could not get through and they never received a response to their messages. I have no reason to doubt the tenant's testimony in this regard and they submitted proof during the hearing, at my request, that they are currently in a residential treatment facility.

As included members of the BC Public Service were on strike during the 10-day dispute period, there were impacts to service delivery at the Branch during this time. This included limited ability to get through on the phone lines, long wait times, delays in responding to phone and email messages, and limited in-person services. I therefore accept that the tenant's ability to file their Application on-time was impacted by the strike, which I consider to be an exceptional circumstance. As a result, and as the Application seeking cancellation of the One Month Notice was filed before its effective date of October 31, 2025, I therefore granted the tenant's request for an extension

under section 66(1) of the Act. Their Application seeking cancellation of the One Month Notice was therefore accepted and I found that conclusive presumption under section 47(5) of the Act does not apply.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 under section 64.2 of the Act. During this hearing, the parties reached an agreement to settle their dispute.

The parties agreed to the following terms of a final and binding resolution of their respective Applications and they did so of their own free volition:

1. The parties agreed that this tenancy will end at 1:00 p.m. on December 31, 2025, and the tenant agreed to vacate the rental unit by that date and time.
2. The parties agreed to service by email at the email addresses set out on the cover page of this decision.
3. The parties agreed that the One Month Notice is cancelled and of no force or effect.
4. The parties agreed that these particulars comprise the full settlement of all aspects of their current Applications.

Conclusion

I order the parties to comply with the terms of their mutually agreed settlement as set out above.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the landlord effective at **1:00 pm on December 31, 2025, after service of this Order** on the tenant. The landlord is provided with this Order in the above terms and the tenant must be served with this Order by the landlord as soon as possible. Should the tenant or any occupant on the premises fail to comply with this Order, it may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 57(2) of the Act, a landlord must not take actual possession of a rental unit that is occupied by an overholding tenant unless the landlord has a writ of possession issued under the Supreme Court Civil Rules.

Pursuant to section 57(3) of the Act, a landlord may claim compensation from an overholding tenant for any period that the overholding tenant occupies the rental unit after the tenancy is ended, or for any loss suffered by a new tenant if their occupancy of the rental unit is prevented or delayed due to the overholding.

This decision is made on authority delegated to me by the Director of the Branch under section 9.1(1) of the Act.

Dated: November 6, 2025

Residential Tenancy Branch