



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of a 1 Month Notice to End Tenancy for Cause;
- more time to dispute a notice to end tenancy.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions. The tenant was represented at the hearing by his advocate, L.M., while K.L. appeared at the hearing for the landlord.

The tenant confirmed receipt of the landlord's 1 Month Notice given in person on August 30, 2017. The landlord confirmed receipt of the tenant's application for dispute resolution package in person on September 20, 2017. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the dispute resolution and evidentiary packages.

Preliminary Issue

While the tenant's application to dispute a notice to end tenancy was received by the landlord after the 10 Day allowable limit provided by section 47 of the *Act*, I note that the tenant had applied for more time to dispute this notice to end tenancy pursuant to section 66 of the *Act*. As the parties agreed to settlement of the matter, I will allow the tenant's application to proceed.

Analysis

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. During the hearing the 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 entered into a mutual agreement that this tenancy will end on January 31, 2018 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.

2. The landlord withdrew the 1 Month Notice dated August 30, 2017.
3. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 1 Month Notice, dated August 30, 2017
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 P.M. on January 31, 2018. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. 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.

The landlord's 1 Month Notice, dated August 30, 2017, is cancelled and is of no force or effect

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: November 29, 2017

Residential Tenancy Branch