



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This decision is in respect of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"), made on September 27, 2018. The tenant sought an order cancelling a One Month Notice to End Tenancy for Cause (the "Notice"), pursuant to section 47(4) of the Act.

A dispute resolution hearing was convened, and the tenant and the landlord attended, were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The parties did not raise any issues in respect of service of documents.

Settlement Agreement

The parties testified that they were both leaning toward the desire to settle, instead of proceeding with the hearing. The landlord explained that she would prefer to settle than to proceed. The tenant explained that a health advocate from Fraser Health was supposed to call into the hearing, but unfortunately this person never did.

In discussing settlement as an option, the landlord agreed to let the tenant live in the rental unit until the end of November; the tenant nominally accepted this proposal but expressed concern about finding a new home by then. He further stated that he was not in a position to properly defend himself during a hearing without the health advocate present, and thus felt that he was being forced into a settlement. I told him that I was not prepared to put together a settlement if he felt that he was being forced. However, the tenant agreed to settle the dispute, despite his unfortunate situation of the health

advocate not attending the hearing. I reiterated on several occasions that there was no obligation to resolve the dispute through settlement.

Section 63 of the Act permits me to assist the parties or offer the parties an opportunity to settle their dispute. If the parties settle their dispute during the hearing, I record the settlement in the form of a decision or an order.

The parties agreed to settle this matter as follows:

1. The tenant and landlord agree that the tenancy will end on November 30, 2018.

Conclusion

I order the parties to comply with the terms of the settlement agreement as set out above.

In support of this settlement agreement, I grant the landlord an order of possession effective at 1:00 P.M. (Pacific Standard Time) on November 30, 2018, and which must be served on the tenant no later than November 27, 2018.

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: November 8, 2018

Residential Tenancy Branch