



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MORE THAN A ROOF HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “*Act*”) to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

The Tenant and an advocate for the Tenant were present for the teleconference hearing, as were three agents for the Landlord (the “Landlord”).

The Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Tenant’s evidence. The Tenant confirmed receipt of a copy of the Landlord’s evidence. Neither party brought up any concerns regarding service and therefore I find that both parties were duly served in accordance with Sections 88 and 89 of the *Act*.

The parties were affirmed to be truthful in their testimony. As a settlement agreement was brought up at the outset of the hearing, no further testimony or evidence regarding the tenancy was provided and the parties engaged in discussion about settlement.

Settlement Agreement

Section 63 of the *Act* states that the parties may be provided with the opportunity to discuss settlement and may be assisted with settling their dispute. Should the parties come to a settlement agreement, that agreement may be recorded in the form of a decision and order.

The parties engaged in discussion regarding the terms of the settlement and came to the following agreement:

1. The Tenant will move out of the rental unit no later than January 31, 2019 at 1:00 pm.

2. The Landlords are issued a 2-day Order of Possession that will not be enforced until January 31, 2019 if the following conditions are met:
 - a. The Tenant will keep the peace on the rental property and not disturb other residents or the landlord
 - b. The Tenant will keep noise within the rental unit and on the rental property to a reasonable level
3. Should the Tenant not meet the conditions noted in clause 2 of this settlement, the Landlord may enforce the Order of Possession for the Tenant to move out by December 31, 2018 at 1:00 pm.

Although the parties discussed having an Order of Possession dated December 31, 2018, following the hearing I determined that a 2-day Order of Possession would be the best option to uphold the settlement agreement. As the Order is effective 2 days after service, the Landlord must serve the Order of Possession to the Tenant at least 2 days prior to when the Order is to be effective. This Order must only be served to the Tenant based on the above-noted terms of the settlement agreement and not for a date outside that falls outside of the agreement.

The parties confirmed that they were entering into this settlement agreement voluntarily and free from any pressure. The parties also confirmed their understanding of the final and binding nature of a settlement agreement and that the settlement agreement fully resolves the dispute over the One Month Notice.

Conclusion

The parties are ordered to follow the terms of the settlement agreement outlined above. In order to uphold the settlement agreement, I grant a **2-day Order of Possession** to the Landlord. **As outlined in the settlement agreement, this Order is to be served to the Tenant effective January 31, 2019, unless the conditions noted in the settlement are not met in which case it may be served to be effective December 31, 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 *Residential Tenancy Act*.

Dated: December 19, 2018

Residential Tenancy Branch