Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   CNC

Introduction

This hearing was scheduled in response to the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for:

- an order to cancel One Month Notice for cause pursuant to section 47(4) of the *Act.*

Both parties, the Landlord's Counsel, Landlord's Directors MG & DE, the tenant and his Advocate IM attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant's Advocate affirmed that the landlord was served the Notice of Dispute Resolution together with the evidentiary package via Canada Post registered mail on January 31, 2020. The landlord's Counsel affirmed that the tenant was served with the evidentiary package via Canada Post registered mail on March 24, 2020. Both parties confirmed receipt of each other's documents. I find that both parties were served, and this satisfies the service requirements set out in sections 88 and 89 of the *Act.*

The Canada Post Tracking numbers are listed on the cover page of this decision.

Issues to be Decided

Is the tenant entitled to cancel the One Month Notice pursuant to section 47 of the Act?

If the tenant fails in his application, is the landlord entitled to an Order of Possession pursuant to section 55 of the *Act?*

Settlement

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The agreement was read over to the parties to ensure that they understood the settlement agreement.

The Advocate and Legal Counsel were provided 15 minutes to discuss the terms of the settlement amongst themselves at Counsel's request. A further 10 minutes was provided to the parties to agree to the final terms.

The Advocate and Legal Counsel agreed to the following final and binding terms to be incorporated into this settlement agreement:

1. The tenant PD agrees to vacate the rental unit on **September 31, 2020 at 1:00 p.m.** Should the tenant fail to vacate, the landlord can serve the attached Order of Possession.
2. Monthly rent will continue to be paid by the tenant in accordance with the tenancy agreement.
3. The tenant agrees to withdraw his Human Rights complaint for Discrimination at the **BC Human Rights Tribunal Vancouver** in relation to this tenancy. (case reference 20192).
4. The tenancy ends on the effective date of **September 31, 2020 at 1:00 p.m.**

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

The landlord and tenant testified that they understood that the above terms are legal, final, binding and enforceable.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant.** Should the tenant or <u>anyone on the premises</u> fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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: June 03, 2020

Residential Tenancy Branch