



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MACDONALD COMMERCIAL REAL ESTATE SERVICES  
LTD and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC

### Introduction

On November 11, 2020, the Tenants made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the "Notice") pursuant to Section 47 of the *Residential Tenancy Act* (the "Act").

Tenant A.Z. attended the hearing, and J.A. and T.B. attended the hearing as agents for the Landlord.

All in attendance agreed that a Mutual Agreement to End Tenancy was signed by the parties on January 15, 2021. The effective date of the end of tenancy was agreed upon at **12:00 PM on May 1, 2021**.

### Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The One Month Notice to End Tenancy for Cause of November 4, 2020 is cancelled and of no force or effect.

2. The Landlord will be awarded a conditional Order of Possession for **12:00 PM on May 1, 2021**. The Tenants must give up vacant possession of the rental unit by this time and date.
3. Rent will continue to be paid in accordance with the terms set forth in the tenancy agreement.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these matters.

The Landlord will be granted a conditional Order of Possession for **12:00 PM on May 1, 2021** should the Tenants not vacate the rental unit as per condition 2 of this settlement agreement.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause of November 4, 2020 to be cancelled and of no force or effect.

In addition, in support of the settlement described above and with agreement of both parties, the Landlord is granted a conditional Order of Possession effective at **12:00 PM on May 1, 2021 after service of this Order** on the Tenants. This Order must be served on the Tenants. If the Tenants fail to comply with this Order, the Landlord may file the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

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: February 2, 2021

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Residential Tenancy Branch