



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      **CNC-MT**

### Introduction

This hearing was convened by way of conference call in response to the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") in which the Tenant seeks:

- more time to make the Application to cancel a Landlord's One Month Notice to End Tenancy for Cause dated November 24, 2022 ("1 Month Notice") pursuant to section 66; and
- if an extension of time is granted to make the Application, cancellation of the 1 Month Notice pursuant to section 47.

The Landlord, the co-Landlord ("GC") and the Tenant attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated he served the Notice of Dispute Resolution Proceeding and his evidence (collectively the "NDRP Package") on the Landlord in-person on December 14, 2022. GC acknowledged the Landlord received the NDRP Package. As such, I find the NDRP Package was served on the Landlord in accordance with the provisions of sections 88 and 89 of the Act.

GC stated the Landlord served his evidence on the Tenant by registered mail on April 6, 2023. The Tenant acknowledged he received the Landlord's evidence. As such, I find the Tenant was served with the Landlord's evidence in accordance with section 88 of the Act.

### Settlement of Tenant's Claims

Pursuant to section 63 of the Act, an 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 parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the 1 Month Notice;
2. The Tenant agrees to withdraw the Application;
3. The Tenant agrees to vacate the rental unit not later than 1:00 pm on July 31, 2023;
4. The Tenant may end the tenancy before July 31, 2023, by serving the Landlord with a written notice at least one clear month before the end of the tenancy in accordance with the provisions of section 45(1) of the Act and serving the written notice on the Landlord in accordance with one of the methods permitted by section 88 of the Act; and
5. The Tenant will pay the Landlord the rent in full when due until the tenancy ends in accordance with the terms of this settlement.

These particulars comprise the full and final settlement of all claims made by the Tenant in the Application. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

### Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, the Landlord is provided with an Order of Possession requiring the Tenant to vacate the rental unit by 1:00 pm on July 31, 2023. If the Tenant fails to comply with the

Order of Possession, the Order may be filed in the Supreme Court of British Columbia and 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: April 18, 2023

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Residential Tenancy Branch