



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FFL, CNC, FFT

### Introduction

This was a cross application hearing that dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order for regular repairs, pursuant to section 32;
- an Order to cancel the One Month Notice for Cause with an effective date of July 31, 2018 (the "First One Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenant's amendment sought an Order to cancel the One Month Notice for cause with an effective date of August 31, 2018 (the "Second One Month Notice"), pursuant to section 47 of the *Act*.

This hearing also dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for Cause, based on the First One Month Notice, pursuant to sections 46 and 55; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

This hearing originally convened on September 04, 2018 and re-convened on October 19, 2018. The Interim Decision dated September 04, 2018, stated the following:

- the tenant's claim for regular repairs, pursuant to section 32 was dismissed with leave to reapply, pursuant to Residential Tenancy Branch Rule of Procedure 2.3
- both parties served each other with their respective notices of dispute resolution packages, pursuant to section 89 of the *Act*.

- the tenant's application for dispute resolution was amended to contain the unit number of the subject rental property, pursuant to section 64 of the *Act*.

At the re-convened hearing on October 19, 2018, both parties attended and were each given a full opportunity to be heard, to present their affirmed testimony, to make submissions and to call witnesses.

#### Issue(s) to be Decided

1. Is the tenant entitled to an Order to cancel the First One Month Notice, pursuant to section 47 of the *Act*?
2. Is the tenant entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?
3. Is the tenant entitled to an Order to cancel the Second One Month Notice, pursuant to section 47 of the *Act*?
4. Is the landlord entitled to an Order of Possession, based on the First One Month Notice, pursuant to sections 46 and 55 of the *Act*?
5. Is the landlord entitled to an Order of Possession, based on the Second One Month Notice, if the tenant's application is dismissed or the Second One Month Notice is upheld, pursuant to section 55 of the *Act*?
6. Is the landlord entitled to recover the filing fee for this application from the tenant, pursuant to section 72 of the *Act*?

#### Analysis

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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. Both parties agreed that this tenancy will end on or before 1:00 p.m. on October 31, 2018, by which time the tenant agreed to provide vacant possession of the rental unit to the landlord.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both 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 this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective October 31, 2018.

The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may be enforced in the event that the tenant does not vacate the premises by the time and date set out in their agreement.

Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

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: October 19, 2018

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Residential Tenancy Branch