



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FRASER MARINE DRIVE HOLDINGS INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC, FFT
 OPC, FFL

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Tenant’s Application for Dispute Resolution was made on November 15, 2018. The Tenant applied for more time to dispute a notice, to dispute a One-Month Notice to End Tenancy for Cause (the “Notice”) issued on October 29, 2018, and for the return of their filing fee. The Landlord’s Application for Dispute Resolution was made on November 29, 2018. The Landlord applied to dispute a One-Month Notice to End Tenancy for Cause (the “Notice”) issued on October 29, 2018, and to recover their filing fee.

Both the Landlord, the Tenant and the Tenant’s Advocate attended the hearing and were each affirmed to be truthful in their testimony. The Tenants and the Landlord were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Notice issued on October 26, 2018, be cancelled pursuant to section 47 of the *Act*?
- If not, Is the Landlord entitled to an order of possession pursuant to section 55 of the *Act*?
- Is the Tenant entitled to recover the cost of the filing fee?

- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on March 1, 2011, as a month to month tenancy. Rent in the amount of \$807.00 is to be paid by the first day of each month and Tenant paid the Landlord a \$337.50 security deposit.

Both parties agreed that the Tenant was personally served with the Notice issued on October 29, 2018. The Notice explains that the Tenants had ten days to dispute the Notice. The Tenant filed to dispute the notice on November 15, 2018.

During the hearing, both parties agreed that the Notice would be withdrawn, and expressed a desire to enter into a mutual agreement to end the tenancy.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The One Month Notice to End Tenancy for Cause, issued on October 31, 2018, is withdrawn.
2. The Tenants will move out of the rental unit by January 31, 2019, at 1:00 p.m.
3. The Landlord will pay the Tenant \$500.00, no later than January 15, 2019.
4. The Tenant will continue to pay rent as per their tenancy agreement until their tenancy has ended in accordance with this settlement agreement.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, a conditional **Order of Possession** dated **January 31, 2019**, will be granted to the Landlord to be served should the Tenant not move out in accordance

with this agreement. The Order of Possession will be effective two (2) days after service upon the Tenant.

Conclusion

I grant a conditional **Order of Possession** to the Landlord to be served after January 31, 2019, on the condition that the Tenant does not comply with the second term of the settlement agreement. If this occurs, the Order of Possession must be served upon the Tenant and **will be effective two (2) days** after service. 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: December 21, 2018

Residential Tenancy Branch