



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HUDSON MEWS HOLDINGS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC FFT

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated October 7, 2019 (1 Month Notice) and to recover the cost of the filing fee.

Two agents for the landlord VP and LT (agents), an observing building manager VL and the tenant attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant did not serve documentary evidence on the landlord. The agents confirmed that the tenant served the landlord with their documentary evidence and that they had the opportunity to review that evidence prior to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matter

The parties provided their email addresses at the outset of the hearing, which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties and that the order of possession would only be emailed to the landlord for service on the tenant as necessary.

Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Is the tenant entitled to the recovery of the cost of the filing fee under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that the tenancy will end on **January 31, 2020 at 1:00 p.m.**
2. The landlord is granted an order of possession effective **January 31, 2020 at 1:00 p.m.** which must be served on the tenant.
3. The parties understand that this mutually settled agreement is final and binding.
4. The parties agree that the tenant will pay \$1,337.00 for use and occupancy for January 2020 on January 1, 2020.

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 the parties understood the binding nature of this full and final settlement of these matters.

I do not grant the filing fee as this matter was resolved by way of a mutually settled agreement.

Conclusion

I order the parties to comply with the terms of their settled agreement, pursuant to section 63 of the Act.

The landlord has been granted an order of possession effective January 31, 2020 at 1:00 p.m. Should the landlord require enforcement of this order, it must be first served on the tenant by the landlord and may be filed in the Supreme Court and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act.

This decision will be emailed to both parties. The order of possession will be emailed to the landlord for service on the tenant.

I do not grant the filing fee as this matter was resolved by way of a mutual agreement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 6, 2019

Residential Tenancy Branch