



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNC FFT**

### **Introduction**

This hearing was re-convened after the issuance of a December 2, 2019 interim decision. In that hearing, I determined that an adjournment of the original hearing could potentially result in a resolution of the issues in dispute.

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

- An order to cancel a One Month Notice to End Tenancy for Cause ("Notice") pursuant to section 47; and
- Authorization to recover the filing fees from the landlord pursuant to section 72.

The tenant was represented at the hearing by her agent/father, RJ. The agent confirmed he had full authority to represent the tenant and enter into settlements on her behalf. The landlord was represented at the hearing by property manager, LT ("landlord"). As this was an adjourned hearing and the service of documents was canvassed at the previous hearing, service of documents was not readdressed.

### **Preliminary Issue**

The tenant's application named the property manager in her personal capacity as landlord. I have reviewed both the tenancy agreement and the One Month Notice to End Tenancy for Cause and note that the property manager is not a party to the tenancy agreement. In accordance with section 64(3), I've amended the landlord's name to the corporate entity noted on the cover page of this decision and removed the property manager's personal name.

### **Settlement Reached**

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, 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 at this time:

1. There will be a mutual agreement to end this tenancy effective February 15, 2020 at 1:00 p.m.
2. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.
3. If unit 104 in the same building is ready for occupancy, the landlord agrees to start a new tenancy with the tenant in that rental unit.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Section 72 of the *Act* gives the arbitrator the discretion to award the filing fees. As this matter was settled by mediation, I've declined to award the filing fee to the applicant.

#### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession effective 1:00 p.m. on February 15, 2020.

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*.

January 9, 2020

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Residential Tenancy Branch