



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC FFT

### Introduction

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

- cancellation of the landlords' One Month Notice to End Tenancy for Cause (One Month Notice) pursuant to section 47 of the *Act*; and
- the recovery of the filing fee for this application from the landlords pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenant's notice of dispute resolution proceeding package and evidence. The tenant confirmed receipt of the landlord's evidence. Based on the undisputed testimonies of the parties, I find that both parties were sufficiently served with the documents for this hearing for the purposes of this hearing in accordance with section 71 of the *Act*.

### Issue(s) to be Decided

Should the landlord's One Month Notice to End Tenancy for Cause be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the One Month Notice?

Is the tenant entitled to recover the cost of the filing fee from the landlord?

### 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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties voluntarily agreed to the following final and binding settlement of the issues currently under dispute at this hearing:

1. This tenancy will end by no later than 5:00 p.m. on March 31, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlords.
2. The tenant may provide the landlords with short notice of five days, in writing, to end the tenancy early if she is able to find accommodation that becomes available prior to the end of March 2020. In this event, the landlords will return to the tenant a pro-rated amount of rent for the days remaining in the month, calculated at a daily rate using the formula of monthly rent divided by days in the month.
3. The tenant waives her right to recover the cost of the \$100.00 filing fee paid for the Application for Dispute Resolution.
4. The landlords will provide a written reference letter to the tenant, to be scanned and emailed to the tenant by no later than 5:00 p.m. on January 10, 2020.
5. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application for dispute resolution. As such the tenant's application is dismissed in its entirety, and the landlord's One Month Notice to End Tenancy dated October 30, 2019 is cancelled and of no further force or effect.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord an Order of Possession to be served

on the tenant as soon as possible. The landlord may only enforce the Order if the tenant fails to vacate the rental unit **by 5:00 p.m. on March 31, 2020**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's One Month Notice to End Tenancy is cancelled and of no force or effect.

The tenant's Application for Dispute Resolution is dismissed in its entirety.

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: January 06, 2020

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Residential Tenancy Branch