



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Scott and Twila Rentals Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFT, CNC, AAT**

Introduction

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

- Authorization to recover the filing fee for this application from the landlord pursuant to section 72;
- An order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55; and
- An order to allow access to the tenant or their guests pursuant to section 30.

Both the tenant FK ("tenant") and the landlord MB ("landlord") attended the hearing. FK was the only tenant named on the tenancy agreement and her son, not named on the tenancy agreement, was asked to leave the room if he was going to provide testimony later in the hearing as a witness only.

As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

Preliminary Issue

Rule 7.4 of the Residential Tenancy Branch Rules of Procedure states:

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

At the commencement of the hearing, pursuant to rule 7.4, I advised the parties that in my decision, I would refer to specific documents presented to me during testimony. The tenant took exception to this, stating that she thinks that she is wasting her time in preparing evidence that would not be looked at. I informed the parties that all of the submitted evidence was reviewed, however only the documentary evidence that is specifically presented to me during the hearing would be used in making a decision. I would record all oral testimony and all of that oral evidence would be used in making my decision.

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 the tenancy. The parties agree that the tenancy will end at 1:00 p.m. on September 30, 2020 at which time the tenant and any other occupant will have vacated the rental unit.
2. The One Month Notice To End Tenancy for Cause is cancelled and of no further force or effect.
3. The rights and obligations of the parties continue until the tenancy ends.
4. The parties agree to conduct a condition inspection report at 1:00 p.m. on September 30, 2020 unless otherwise agreed to by the parties.
5. The tenant agrees that her security deposit can be used towards cleaning of the rental unit.
6. The landlord agrees to return pro-rated rent to the tenant if the tenant vacates the rental unit prior to September 30, 2020.

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.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the tenants filing fee will not be recovered.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on September 30, 2020, should the landlord be required to do so.

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: August 28, 2020

Residential Tenancy Branch