



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OLC, CNC, FFT**

Introduction

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

- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62;
- An order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing with an advocate, KL. The landlords attended the hearing with their son, AS. As all parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence. The tenant testified he did not receive any evidence from the landlord. The landlords acknowledged they did not provide a copy of their evidence, a single letter, to the tenant. In accordance with the Residential Tenancy Branch rules of procedure, the letter supplied by the landlord was not used as evidence in this proceeding.

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. The parties agree to a mutual agreement to end the tenancy. This tenancy will end at 1:00 p.m. on October 31, 2020 by which time the tenant and all other occupants will have vacated the rental unit.
2. The rights and obligations of the parties under the *Act* continue until the tenancy ends.
3. The One Month Notice to End Tenancy for Cause is cancelled and of no further force or effect.

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 choice to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, I determine the tenants filing fee is not recoverable.

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 immediately and enforce it as early as 1:01 PM on October 31, 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 06, 2020

Residential Tenancy Branch