



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **AS, OLC, FFT**

### Introduction

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

- An order to allow an assignment or sublet when the landlord's permission has been unreasonably denied pursuant to section 65;
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both the landlord and the tenant attended the hearing. As both parties were present, service of documents was confirmed. The landlord acknowledges service of the tenant's Application for Dispute Resolution package and the tenant acknowledges service of the landlord's evidence. Both parties stated they had no issues with timely service of documents and were ready to proceed with hearing the tenant's application.

### Preliminary Issue

At the commencement of the hearing, the landlord brought to my attention a One Month Notice To End Tenancy for Cause served upon the tenant on September 10, 2020. The tenant acknowledged he thought he disputed the notice by filing this application but understood the issues to be decided today were limited to the issues described above. Despite this, the parties were willing to mediate the possibility of ending of the tenancy.

### 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 I would make a decision about the issues currently under dispute.

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. This tenancy will end at 1:00 p.m. on January 31, 2021 by which time the tenant and any other occupant on the property 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 signed on September 10, 2020 is cancelled and of no further force or effect.
4. This settlement agreement constitutes a full, final and binding resolution of the tenant's application.

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.

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 January 31, 2021, should the landlord be required to do so.

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

### Conclusion

I grant an Order of Possession to the landlord effective **at 1:00 p.m. on January 31, 2021**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced in the Supreme Court of British Columbia.

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: November 20, 2020

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Residential Tenancy Branch