



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNC, OLC, FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to sections 47, 62 and 72 of the *Residential Tenancy Act*. The tenant applied to cancel a notice to end tenancy for cause, for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Has the landlord validly issued the notice to end tenancy? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The parties agreed that the tenancy started on May 01, 2019 and on September 25, 2020, the landlord served the tenant with a notice to end tenancy for cause. During the hearing, both parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute under the following terms.

1. The tenant agreed to move out by 1:00 pm on December 31, 2020.
2. The landlord agreed to extend the tenancy up to 11:00 pm on December 31, 2020.
3. The parties agreed to enter into and sign a mutual end to tenancy agreement, with an effective date of December 31, 2020.
4. The landlord agreed to credit the tenant's account with \$50.00 towards the recovery of the filing fee.
5. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

### **Conclusion**

The parties have agreed to enter into and sign a mutual end to tenancy agreement effective by 1:00 pm on December 31, 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*.

Dated: November 30, 2020

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Residential Tenancy Branch