



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HSUS ENTERPRISES CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNC**

**OPC, FFL**

### **Introduction**

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the *Residential Tenancy Act* (“Act”).

The tenant applied for an order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55.

The landlord applied for an Order of Possession for Cause pursuant to sections 47 and 55 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord was represented at the hearing by a property manager, ZZ (“landlord”). The tenant attended the hearing on her own behalf. As both parties were present, service of documents was confirmed. Both parties acknowledge being served with one another’s Applications for Dispute Resolution and stated they had no concerns with timely service of documents.

### **Preliminary Issue**

The landlord’s agent testified that the ownership of the rental unit changed on December 22, 2020. With the consent of both parties, and pursuant to my authority under section 64(3)(c) of the Act, the landlord’s name was amended to the one shown on the cover page of this decision. The previous landlord’s name was not recorded.

### 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 mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on Sunday, February 28, 2021.
2. The parties agree to attend the rental unit for a condition inspection at 1:00 p.m. on Sunday, February 28, 2021 or another mutually agreeable date.
3. The rights and obligations of the parties continue until the tenancy ends.
4. The notice to end tenancy issued on September 24, 2020 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.

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 February 28, 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 landlord's filing fee will not be recovered.

### Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on February 28, 2021**. Should the tenants 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: January 05, 2021

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Residential Tenancy Branch