



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, FFT**

Introduction

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

- 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 landlord attended the hearing and the tenant was represented at the hearing by his agent/mother, KA a signatory to the tenancy agreement. The agent confirmed she had the full authority to settle the claim. As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's Application for Dispute Resolution and evidence; the tenant acknowledged having the landlord's evidence however stated that, as agent, she didn't receive the landlord's first set of evidence from the tenant, himself. The landlord testified that he personally served the tenant with his first (of two) set of evidence on December 4, 2020. The tenant's agent testified that the tenant did not supply her with that evidence until yesterday. I find that the landlord has complied with rule 3 of the Residential Tenancy Branch Rules of Procedure and determined I would allow the evidence during the hearing.

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 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 April 30, 2021 by which time the tenants 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 will conduct a condition inspection report at 1:00 p.m. on April 30, 2021 or any other mutually agreeable date.

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 April 30, 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 **1:00 p.m. on April 30, 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 29, 2021

Residential Tenancy Branch