



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, CNC, OLC**

Introduction

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

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

Both the landlord and the tenant attended the hearing. As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's Application for Dispute Resolution and the tenant acknowledged service of the landlord's evidence. Neither party raised any issues with timely service of documents.

Background and Evidence

In his evidence package, the landlord provided a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities served upon the tenant on February 2, 2021. The tenant acknowledges receiving this notice on that date and that she had not filed an application to dispute this notice within the 5 days as required section 46 of the *Act*. The tenant acknowledges she did not fully read the entire notice.

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 at 1:00 p.m. on February 28, 2021 by which time the tenant and any other occupant of the rental unit will have vacated it.
2. The One Month Notice To End Tenancy for Cause is cancelled and of no further force or effect.
3. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is cancelled and of no further force or effect.
4. By Friday, February 12, 2021, the tenant is to pay rent for the month of February 2021 in the amount of \$709.29. The landlord will provide a receipt for use and occupancy to the tenant when the rent is received.

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 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

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.

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: February 09, 2021

Residential Tenancy Branch