



Dispute Resolution Services

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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 BW attended the hearing with an advocate, JM. 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

The landlord provided a copy of a notice from the co-tenant MG received on February 11, 2021, indicating that tenant seeks to end the tenancy immediately. The landlord responded to that tenant's notice advising she accepted that tenant's notice and the notice would take effect on March 31, 2021.

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. This tenancy will end on 1:00 p.m. March 31, 2021 by which time the tenant 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 under the *Act* continue until the tenancy ends.
4. The parties agree to attend the rental unit at 12:00 noon on March 31, 2021 for a condition inspection report to be conducted.

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.

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

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on March 31, 2021.**

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 16, 2021

Residential Tenancy Branch