



# 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 NS ("landlord") and both the tenants attended the hearing. The landlord acknowledged service of the tenant's Application for Dispute Resolution and the tenants acknowledged service of the landlord's evidence. Neither party stated they had any concerns about timely service of documents.

### **Preliminary Issue**

In his evidence package, the landlord provided a copy of a second One Month Notice to End Tenancy for Cause dated 02/02/2021 that the tenant was unaware the landlord had served upon him when exchanging evidence. Both parties were willing to have the merits of this notice to end tenancy heard as well as the original notice to end tenancy issued on December 16, 2020 during this 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 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 this tenancy. This tenancy will end at 1:00 p.m. on April 30, 2021 by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties continue until the tenancy ends in accordance with this agreement.
3. Both of the One Month Notices to End Tenancy for Cause are cancelled and of no further force or effect.
4. The parties agree that the landlord will limit the viewings of the rental unit for the purpose of selling the property to Saturdays between 2 p.m. and 4 p.m. only.
5. The landlord will give the tenant a minimum of 24 hours notice for showing the rental unit to prospective tenants.

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 April 30, 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: March 22, 2021

---

Residential Tenancy Branch