



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC-MT, PSF, LRE, OLC, FFT

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order allowing more time to dispute a notice to end tenancy - Section 66;
2. An Order cancelling a notice to end tenancy - Section 47;
3. An Order for the provision of services and facilities - Section 65;
4. An Order restricting the Landlord’s entry - Section 70;
5. An Order for the Landlord’s compliance - Section 62; and
6. An Order to recover the filing fee for this application - Section 72.

Both Parties attended the conference call hearing.

Preliminary Matters

The Tenant seeks an adjournment to seek advice from a lawyer. The Tenant confirms that their application was made on May 3, 2021. It is noted that the Tenant has an advocate in attendance at the hearing.

Rule 7.8 of the Rules of Procedure provides that after a hearing begins the hearing may be adjourned if the circumstances warrant the adjournment. As the Tenant has had significant time in advance of the hearing to obtain legal advice, I consider that the request for an adjournment for this reason is not warranted. I therefore decline to grant the adjournment.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the claims for services, entry and compliance are not related to whether or not the tenancy ends, I dismiss these claims with leave to reapply. The only matters left to determine is whether the tenancy will end and whether the Tenant is entitled to recovery of the filing fee.

Background Evidence and Submissions

The Parties confirm that the tenancy started over ten years ago, that rent of \$328.00 is payable on the first day of each month and that the Tenant was given a 1 month notice to end tenancy for cause dated April 22, 2021 with an effective move-out date of May 31, 2021 (the "Notice"). The Parties confirm the details of the Notice as set out on the copy of the Notice provided by the Landlord. The Parties confirm that after the Notice was given to the Tenant, they entered into a mutual agreement to extend the effective date of the Notice to October 31, 2021. The Tenant states that this mutual agreement was made under duress and that the Tenant needs more time to find another place. The Parties were informed that if a mutual agreement to extend the move-out date were reached at the hearing, the Landlord would be provided with an order of possession for the agreed upon date. The Parties were informed that if no mutual agreement was contemplated or reached the hearing would continue to determine whether the Tenant applied to dispute the Notice within the allowed time and whether the Notice was valid for its stated reasons. The Parties were informed that if the reasons for the Notice were found to be invalid the Notice would be cancelled with the tenancy continuing. The Parties were also informed that if the reasons for the Notice were found to be valid, the Landlord would be granted an order of possession for an earlier date than would be otherwise obtained through a mutual agreement. The Parties confirmed that they understood this information and wished to proceed to a mutual agreement to extend the move-out date. The Parties then reached a mutual agreement to end the tenancy for a different date than as set out on the Notice. At this point the Parties confirmed that this

agreement was made on a voluntary basis and that they understood the nature of the full and final settlement of these matters. The Tenant confirmed this understanding but swore and expressed anger. The Tenant was cautioned that without full and freely informed agreement I would not accept the mutual agreement made at this hearing and would proceed to a determination on the validity of the Notice. The Tenant again confirmed that the agreement to extend the move-out date was made voluntarily and that the Tenant understood that the agreement would be a full and final settlement of the issues remaining. The Landlord confirmed the same and the hearing concluded on the basis of the mutual agreement set out below.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end at 1:00 p.m. on December 15, 2021; and**
- 2. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute in relation to the Notice and the filing fee as recorded above. To give effect to this agreement I grant the Landlord an order of possession on the above agreed terms.

Conclusion

The Parties have settled the dispute.

I grant an Order of Possession to the Landlord effective at 1:00 p.m. on December 15, 2021. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 09, 2021

Residential Tenancy Branch