



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OLC, CNC, FFT**

Introduction

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

- An order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62;
- Cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47; and
- Authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on the testimonies I find each party duly served with the materials in accordance with sections 88 and 89 of the *Act*.

Analysis

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. 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 12:00 pm October 5, 2021, by which time the tenants and any other occupants will have vacated the rental unit.
2. The parties agree that this tenancy will end by way of this settlement agreement. The 1 Month Notice of April 30, 2021 is cancelled and of no force or effect.
3. The parties agree that no rent will be payable for the period of October 1st to 5th 2021.
4. The tenants agree to waive their claim for recovery of the filing fees for this application.
5. The parties agree that the landlord is holding a security deposit for this tenancy of \$600.00 which will be handled in accordance with the Act and regulations at the end of the tenancy.
6. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of the application at this hearing.

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.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenants by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 12:00 p.m. on October 5, 2021. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of 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: September 17, 2021

Residential Tenancy Branch