



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding W+Y HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNC, FFT**

### **Introduction**

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord attended the hearing and the tenant MV attended the hearing with an advocate, HB. MV also testified she was acting as agent for her co-tenant, RB.

The landlord testified that he was served with the tenant’s application for dispute resolution and did not have any issues with timely service of documents.

### **Preliminary Issue**

The tenant’s advocate advised me that when she filed the application for dispute resolution, she inverted MV’s given name and surname. I amended the application for dispute resolution pursuant to section 64(3) so that the tenant’s proper name is reflected on the cover page of this decision.

### **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. At the commencement of 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 December 15, 2021 by which time the tenants and any other occupants will have vacated the rental unit.
2. The 1 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.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

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 December 15, 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: November 29, 2021

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Residential Tenancy Branch