



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Tenant: **CNC X 2**
Landlord: **OPC, FFL**

Introduction

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

1. Cancellation of the Landlord's One Month Notice to End Tenancy for Cause pursuant to Sections 47 and 62 of the Act.

This hearing also dealt with the Landlord's cross application pursuant to the Act for:

1. An Order of Possession for Cause pursuant to Section 55 of the Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord's Agent, AG, and the Tenant, CW, attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

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.

Settlement

The Parties agreed to settle this matter as follows:

1. The tenancy will end by way of mutual agreement at 1:00 p.m. on January 31, 2022 conditional upon the Tenant paying rent in full on January 1, 2022;
2. The Landlord will be granted an Order of Possession for the above tenancy end date;
3. The Tenant agrees the Landlord shall be provided a conditional Order of Possession effective two (2) days after service. The conditional Order of Possession may only be served and enforced in the event the Tenant fails to pay January 2022 rent of \$1,200.00 on or before January 1, 2022.
4. The Parties agree to comply with all these settlement terms; and,
5. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with the Act or this agreement. 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

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Landlord an Order of Possession effective at 1:00 p.m. on January 31, 2022. The Order may be filed in and enforced as an Order of the British Columbia Supreme Court.

The Landlord is granted a conditional Order of Possession if the Tenant does not pay rent on or before January 1, 2022 effective two (2) days after service. The Order may be filed in and enforced as an Order of the British Columbia Supreme 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: December 22, 2021

Residential Tenancy Branch