



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, CNR, CNC**

Introduction

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

- Authorization to recover the filing fee from the other party pursuant to section 72;
- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55; and
- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55.

Both the tenant SH and the landlord attended the hearing accompanied by interpreters. As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's application for dispute resolution and stated he had no concerns with timely service of documents.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules"). The parties were informed that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act. All parties confirmed they were not recording the hearing.

Preliminary Issue

The tenant acknowledged at the commencement of the hearing that he was not served with a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities. As such, there is no dispute regarding this issue, and I dismissed this portion of the tenant's application without leave to reapply.

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. 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:

The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on March 15, 2022 by which time the tenants and any other occupants will have vacated the rental unit.

The rights and obligations of the parties continue until the tenancy ends. This includes the payment of rent up until the last day of occupancy.

The landlord agrees that the tenant is at liberty to end the tenancy prior to March 15th without providing a full month's notice. The landlord requires that the tenant is required to notify him that the tenancy is ending.

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 the application before me.

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 March 15, 2022 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: January 18, 2022

Residential Tenancy Branch