



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNR-DR, OPR-DR, FFL
CNC, FFT**

Introduction

This hearing dealt with applications from both the tenant and the landlord pursuant to the *Residential Tenancy Act* (“*Act*”):

The tenant applied for -

- cancellation of a 1 Month Notice to End Tenancy for cause, pursuant to section 47 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

The landlord applied for –

- an Order of Possession for Unpaid Rent pursuant to section 46 of the *Act*;
- a Monetary Award pursuant to section 67 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

The landlord and their counsel attended the hearing, while the tenant appeared at the hearing on their own behalf. All parties were given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

Following opening remarks, the tenant stated he was vacating the premises at the end of January 2022.

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. Both parties entered into a mutual agreement that this tenancy will end on January 31, 2022 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The tenant agreed to surrender both his pet and security deposit in partial satisfaction for the unpaid rent owing. The parties agreed these two deposits amount to \$2,800.00.
3. The tenant agreed to pay the landlord outstanding rent of \$1,400.00.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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 reached a settlement agreement, no filing fees will be returned.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 P.M. on January 31, 2022. The landlord is provided with this Order in the above terms and the tenant must be served with this Order. Should the tenant fail to comply with its direction, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give legal effect to the settlement agreed to by the parties and outlined above, I grant the landlord a monetary order of \$1,400.00. Should the tenant fail to comply with the

Order, the Order may be filed in the Provincial 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 *Residential Tenancy Act*.

Dated: January 24, 2022

Residential Tenancy Branch