



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, 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; and
- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55.

Both the landlord and the tenant attended the hearing. The landlord was assisted by a friend/interpreter, MW. Both parties provided affirmed testimony.

Preliminary Issues

The landlord testified that the property management company named as respondent in the tenant’s application no longer represents her. The landlord testified that she is the owner of the rental unit and she is the proper party to be named as landlord. In accordance with section 64(3)(c) of the Act, the tenant’s application for dispute resolution was amended to reflect change in landlord’s name to the one printed on the cover page of this decision.

The landlord testified that she found out about the tenant’s dispute when she contacted the Residential Tenancy Branch on November 29th. The landlord was supplied with a copy of the Notice of Dispute Resolution Proceedings and the dispute access codes by an information officer of the Residential Tenancy Branch. The tenant testified that he did not serve the landlord or the landlord’s property manager with the application for dispute resolution because he was never told he was required to do so. I find that the tenant did not serve the landlord with the application for dispute resolution, in contravention of section 89 of the Act. Despite this, the merits of the tenant’s application were heard.

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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. The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on February 28, 2022 by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties 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 the tenant's application.

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 February 28, 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 06, 2022

Residential Tenancy Branch