



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, CNL, OLC, DRI**

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 2 Month Notice to End Tenancy for Landlord’s Use pursuant to sections 49 and 55;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- An order to dispute a rent increase above the amount allowable under the Act pursuant to section 41.

Both the tenant and the landlord attended the hearing. As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenant’s Notice of Dispute Resolution Proceedings package and evidence; the tenant confirmed receipt of the landlord’s evidence. Neither party had issues with timely service of documents.

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 tenant does not dispute the reasons for ending the tenancy as stated by the landlord in his notice to end tenancy and the parties mutually agree to end this

tenancy. This tenancy will end at 1:00 p.m. on April 30, 2022, by which time the tenant and any other occupant will have vacated the rental unit.

2. The parties will conduct a condition inspection report at 1:00 p.m. on April 30, 2022.
3. The rights and obligations of the parties continue until the tenancy ends.
4. The landlord agrees that rent for the month of April is considered paid in lieu of section 51 compensation.
5. Rent in the amount of \$975.00 will be paid by the tenant to the landlord for the month of March, 2022.

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 April 30, 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: February 22, 2022

Residential Tenancy Branch