



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPN, FFL**

Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for:

- an order of possession based on the Tenants notices to end tenancy pursuant to sections 45 and 55(2)(a); and
- authorization to recover the Landlord's filing fee pursuant to section 72.

The Landlord and the two Tenants attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Landlord testified he served the Notice of Dispute Resolution Proceeding and his evidence ("NDRP Package") separately on each of the Tenants by registered mail on October 7, 2021. The Landlord submitted copies of the registered mail receipts and tracking numbers for the two NDRP Packages mailed to the Tenants. I find that the NDRP Packages were served in accordance with sections 88 and 89 of the Act.

The Tenants stated they did not serve any evidence on the Landlord.

Settlement Agreement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to withdraw his application;
2. The Tenants must vacate the rental unit not later than 1:00 pm on March 31, 2022;
3. The Tenants must pay the rent and
4. This settlement is without prejudice to either party to make any claim or claims against the other for damages or compensation arising from a breach of the tenancy agreement or the Act.

These particulars comprise the full and final settlement of all aspects of the Landlord's claims against the Tenants as set out in the Landlord's application. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

The Tenants are reminded that, pursuant to section 26(1) of the Act, they are required to pay rent when it is due under the tenancy agreement, whether or not the Landlord complies with the Act, the regulations or tenancy agreement, unless the Tenants have a right under the Act to deduct all or a portion of the rent. If the Tenants wish to end the tenancy on a date that is earlier than March 31, 2022, then they may end the tenancy by serving the Landlord a written notice that complies with the provisions of section 45(1) of the Act.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Landlord's application, I make no factual findings about the merits of their applications.

To give effect to the settlement reached between the parties, and as discussed at the hearing, the Landlord is granted an Order of Possession effective at 1:00 pm on March 31, 2022. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

As the Landlord has agreed to withdraw his application, his claim for reimbursement of the filing fees for her applications from the Tenants is dismissed without leave to reapply.

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 10, 2022

Residential Tenancy Branch