



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FFT  
                             PSF, OLC, CNL, FFT  
                             CNC, OLC, LRE, FFT  
                             CNC, LRE, OLC, FFT

### Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* ("the Act") for an order as follows:

- cancellation of three of the landlord's 1 Month Notice for Cause pursuant to section 47 of the *Act*;
- cancellation of the landlord's 2 Month Notice to End
- an Order directing the landlord to comply with the *Act* pursuant to section 62; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both the landlord and the tenant attended the hearing by way of conference call. Following opening remarks the tenant indicated a desire to vacate the property.

### 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.

- 1) The tenant agreed to vacate the property by 1:00 PM on April 1, 2022.
- 2) The landlord agreed to waive rent in its entirety for March 2022 pursuant to section 51(1) of the *Act*.

- 3) The parties agreed that the July 5, 2022 hearing can be withdrawn as this tenancy is ending on April 1, 2022.
- 4) Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's applications.

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.

#### Analysis – Filing Fee

I find that the tenant is entitled to a return of all five filing fees pursuant to section 72 of the *Act*. I find that the landlord's actions in serving, repeated and simultaneous Notices to End Tenancy to be a frivolous abuse of the dispute resolution process as contemplated by section 62(4)(c) of the *Act*. The landlord issued four Notices to End Tenancy in a four-week period, two of which were for the same issue. Further, the landlord issued a 10 Day Notice for Unpaid rent when no rent was unpaid, as the tenant had chosen to accept the 2 Month Notice to End Tenancy. As noted above, a tenant is entitled to a free month's rent pursuant to section 51(1) of the *Act*.

I grant the tenant a monetary award of \$500.00 in full satisfaction for a return of all filing fees paid.

#### 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 April 1, 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 this Order, it may be filed and enforced as an Order of the Supreme Court of British Columbia.

The tenant is granted a monetary order of \$500.00 in satisfaction for a return of the filing fees paid. Should the landlord 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.

The July 5, 2022 hearing before the Residential Tenancy Branch related to the cancellation of a 10 Day Notice is withdrawn.

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: March 31, 2022

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Residential Tenancy Branch