



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPC, CNC, FFL and FFT

### **Introduction**

This hearing was convened as a result of cross applications.

The Landlords filed an Application for Dispute Resolution, in which the Landlords applied for an Order of Possession for Cause and to recover fee for filing an Application for Dispute Resolution.

The Landlord stated that sometime in November of 2021 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on November 15, 2021 were personally served to the Tenant and sent to the Tenant, via email. The Tenant acknowledged receiving these documents in November and the evidence was accepted as evidence for these proceedings.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a One Month Notice to End Tenancy for Cause and to recover the fee for filing an Application for Dispute Resolution.

The Tenant stated that on November 31, 2021 the Dispute Resolution Package was sent to the Landlord, via registered mail. The Landlord stated that these documents were not received. The Landlord stated that she was prepared to respond to the issues in dispute in the Tenant's Application for Dispute Resolution, in spite of not receiving her Application for Dispute Resolution. As the Landlord indicated she was prepared to respond to the issues in dispute in the Tenant's Application for Dispute Resolution, the hearing proceeded.

On March 27, 2022 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord with the Application for Dispute Resolution, via registered mail, on November 31, 2021. As the Landlord did not acknowledge receiving this mail, the parties were advised I could not consider the Tenant's evidence during the proceedings.

The parties were advised that the Tenant could speak about her documentary evidence and that she would be provided with the opportunity to request an adjournment at the end of the hearing, for the purposes of re-serving her evidence, if the Tenant believed it was necessary for me to view her documents. Upon reaching a settlement agreement in regard to all of the issues in dispute at these proceedings, the Tenant advised that she did not need an adjournment for the purposes of re-serving her evidence.

The participants were advised that they would be given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

#### Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled or should the Landlord be granted an Order of Possession?

#### Background and Evidence

After discussing some of the terms of the tenancy and two One Month Notices to End Tenancy for Cause which were served to the Tenant, the Landlord and the Tenant mutually agreed to settle all issues in dispute under the following terms:

- The tenancy will end, by mutual agreement, on September 01, 2022;
- The Landlord will be given an Order of Possession that requires the Tenant to vacate the unit by September 01, 2022; and
- The Tenant will not be required to pay rent for September of 2022.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Landlord and the Tenant clearly indicated their intent to resolve the Applications for Dispute Resolution under these terms.

The Landlord and the Tenant each acknowledged that they understand they were not required to enter into this settlement agreement and that they were doing so voluntarily.

The Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

### Analysis

The Applications for Dispute Resolution have been settled in accordance with the aforementioned settlement agreement.

### Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on September 01, 2022. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agree is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*. The Order of Possession is granted on that same authority.

Dated: April 01, 2022

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Residential Tenancy Branch