



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC FFT**

Introduction

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

- an order cancelling a One Month Notice for Cause dated January 16, 2022 ("1 Month Notice") pursuant to section 47; and
- authorization to recover the Tenant's filing fee for the Application from the Landlord pursuant to section 72.

The Tenant and the Landlord attended this participatory hearing. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited by Rule 6.11 of the *Residential Tenancy Rules of Procedure*.

The Tenant stated he served the Notice of Dispute Resolution Proceeding ("NDRP") on the Landlord in-person but he could not recall the date he served the NDRP. The Landlord acknowledged she received the NDRP. I find the Landlord was sufficiently served with the NDRP pursuant to the provisions of section 71(2)(b) of the Act.

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 cancel the 1 Month Notice;
2. The Tenant agrees to withdraw the Application;
3. The Tenant must vacate the rental unit not later than 1:00 pm on June 30, 2022;
4. The Tenant may end the tenancy before June 30, 2022, by serving the Landlord with a written notice in accordance with section 45 of the Act; and
5. The Tenant is required to pay the rent to the Landlord as required by the Act; and

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord. 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 claims made in the Application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlord an Order of Possession effective at 1:00 pm on June 30, 2022. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant 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.

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: April 21, 2022

Residential Tenancy Branch