



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC, FFT**

### Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55; and

Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant attended the hearing accompanied by an advocate/articled student, NP. The landlord was represented at the hearing by agents, building managers, TG and RR. As all parties were present, service of documents was confirmed. The landlord acknowledged being served with the tenant’s Notice of Dispute Resolution Proceedings but not the tenant’s evidence. The tenant’s advocate advised that the tenant was willing to proceed with the hearing without reference to the tenant’s evidentiary material.

The tenant acknowledged receipt of the landlord’s evidence which includes messages and emails that had been redacted by the landlord to obscure the identity of the authors. Neither party took issue 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. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. At the commencement of the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on June 30, 2022 by which time the tenant and any other occupant will have vacated the rental unit.
2. The notice to end tenancy is cancelled and of no further force or effect.
3. The landlord will provide the tenant with a letter of reference indicating:
  - The tenant has consistently paid rent on time.
  - The tenant herself has not personally caused any problems during the tenancy.

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 June 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: May 05, 2022

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Residential Tenancy Branch