



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **SETTLEMENT DECISION**

Dispute Codes      CNC, FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord and the tenant both attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord's sister/support person, the landlord's counsel, a legal observer and the tenant's legal advocate also attended the hearing. The landlord's counsel and the tenant's advocate were given a full opportunity to be heard, to make submissions, and to call witnesses.

Both parties confirmed their email addresses for service of this settlement decision and order.

### 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues arising out of this tenancy:

1. The landlord agrees to cancel the One Month Notice to End Tenancy for Cause dated May 12, 2021.
2. The tenant agrees to vacate the subject rental property by 1:00 p.m. on October 14, 2022.
3. Both parties agree that rent in the amount of \$946.00 is due on the 15<sup>th</sup> day of each month.
4. Both parties agree that no rent is owed by the tenant to the landlord for the following periods:
  - August 15, 2022 to September 14, 2022, and
  - September 15, 2022 to October 14, 2022.
5. The tenant agrees that for the remaining duration of this tenancy, service via email will be accepted and deemed received on the date it was sent. The email address for service on the tenant is located on the cover page of this decision.
6. Both parties agree not to pursue any further claims against the other regarding tenancy related issues, except claims against the tenant for damage to the subject rental property identified at the end of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and any future dispute arising out of this tenancy for both parties, with the exception of a potential claim against the tenant if damage to the subject rental property is discovered at the end of the tenancy. Both 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.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m. on October 14, 2022 which should be served on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: June 17, 2022

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Residential Tenancy Branch