



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, OLC, 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;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord attended the hearing at the appointed time of 11:00 a.m. The tenant called into the hearing at 11:15 a.m., stating that he attended at the Residential Tenancy Branch office for a face to face hearing rather than teleconference. Prior to the tenant calling in, the landlord acknowledged being served with the tenant's application for dispute resolution. The tenant acknowledged service of the landlord's evidence package when he called in.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

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 on several occasions 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. During 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 August 31, 2022 by which time the tenant will have vacated the rental unit.
2. The 1 Month Notice to End Tenancy for Cause is cancelled and of no further force or effect.
3. The rights and obligations of the parties continue until the tenancy ends.
4. The landlord agrees to return the tenant's security deposit in the amount of \$337.50 by September 2, 2022. Any items left behind by the tenant after August 31st at 1:00 p.m. is considered abandoned and the landlord may dispose of them.

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 August 31, 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: July 05, 2022

Residential Tenancy Branch