



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlord: **OPC, FFL**

Tenant: **CNC, FFT**

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This application dealt with applications filed by both the landlord and the tenant pursuant the Act.

The landlord applied for:

- An order of possession for cause pursuant to sections 47 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenants applied 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 tenants attended the hearing accompanied by an advocate, AM. The landlord was represented at the hearing by property manager, SB and a witness, TH. As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenants' Notice of Dispute Resolution Proceedings package and had no issues with timely service of documents.

The tenants denied being served with the landlord's Notice of Dispute Resolution Proceedings package or any evidence. The landlord testified that he may not have sent a copy of the Notice of Dispute Resolution Proceedings to the tenants, however he sent a single evidence package to the tenants via registered mail on August 2, 2022. The tracking number for the mailing is recorded on the cover page of this decision. The landlord testified that the package was not picked up by the tenants.

Regarding the landlord's application: I find the issue of whether to uphold or cancel the landlord's notice to end tenancy was the same issue as the one brought by the tenants in their application, and that the landlord's application was therefore redundant. The issue would still be decided at this hearing.

Regarding the landlord's evidence package: the landlord/respondent must be prepared demonstrate to the satisfaction of the arbitrator that each applicant was served with all their evidence as required by the Act and these Rules of Procedure pursuant to rule 3.16. The landlord testified that he only sent a single evidence package to both applicants, contrary to rule 3.16. As such, the landlord's documentary evidence was excluded from consideration in this decision.

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 this tenancy. This tenancy will end at 1:00 p.m. on October 31, 2022, by which time the tenants and any other occupants will have vacated the rental unit.
2. The rights and obligations of the parties continue until the tenancy ends.
3. The parties will attend the rental unit at 1:00 p.m. on October 31, 2022, to conduct a move-out condition inspection report.

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.

As this matter was settled by agreement, neither party's filing fee will 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 October 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: September 06, 2022

Residential Tenancy Branch