



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

The Landlord seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order of possession pursuant to s. 55 after issuing a One-Month Notice to End Tenancy signed on June 13, 2022; and
- return of her filing fee pursuant to s. 72.

K.C. appeared as the applicant Landlord and was joined by her spouse, D.Y.. C.D. appeared as the Tenant.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Parties’ Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy shall end by way of mutual agreement on March 31, 2023.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Landlord shall bear their own costs for their application and their claim for return of their filing fee is dismissed without leave to reapply.

Pursuant to the parties' settlement, I grant the Landlord an order of possession. The Tenant shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on March 31, 2023**. To be clear, the Tenant may vacate the rental unit earlier provided proper notice is given under s. 45 of the *Act* or the parties are able to agree otherwise.

It is the Landlord's obligation to serve the order of possession on the Tenant. If the Tenant does not comply with the order of possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: November 25, 2022

Residential Tenancy Branch