



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FF

### Introduction, Preliminary and Procedural Matters-

This hearing was convened as the result of the tenant's two applications for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The tenant applied on August 3, 2022, for an order cancelling the One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) issued by the landlord and recovery of the cost of the filing fee. After being served yet another 1 Month Notice, the tenant filed a second application, seeking cancellation of that second Notice and recovery of the cost of the filing fee.

At the hearing, the tenant and the landlord attended, and preliminary matters were discussed. The tenant said that she had given the landlord her written notice that she was vacating the rental unit by January 31, 2023. The landlord had not yet received it, as the written notice had been taped to her door the night before, according to the tenant. The landlord left the hearing momentarily to look at her front door, returning and confirming the written notice from the tenant.

A settlement was discussed. The parties initially agreed to the settlement, that ended the tenancy on January 31, 2023; however, when the tenant inquired about getting her filing fee, I informed the tenant the filing fee would not be granted as I would not make findings of facts or law in these matters. The tenant then said she would like to proceed with the hearing due to there being no bases for the Notices or the three previous Notices to end the tenancy, all of which were cancelled.

I declined to proceed with the hearing on this basis. The 30 minutes had elapsed at that point and there would be insufficient time to conclude all matters in dispute in the remaining 30 minutes. I informed the tenant that in that case, the hearing would have to be adjourned and reconvened on a date much past January 31, 2023, at which time the

tenancy would already be over, and the issues in her application would already be concluded as I could no longer decide whether the tenancy would end or continue.

### **Settlement and Conclusion**

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the landlord's two 1 Month Notices.

The parties confirmed that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of these matters. The terms of the settlement are as follows.

1. The tenant agrees to vacate the rental unit, by **1:00 pm on January 31, 2023**.
2. The parties understood that the landlord will be issued an **order of possession** (Order) for the rental unit, based upon the settled agreement, effective at **1:00 p.m., on January 31, 2023**.
3. Should it become necessary, this Order must be served on the tenant to be enforceable and may be enforced in the Supreme Court of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

The tenant is cautioned that should enforcement of the Order become necessary, the costs of enforcement, **such as bailiff fees**, are subject to recovery from the tenant.

I order the parties to comply with their agreement.

As the matters were settled, I do not award the tenant recovery of either filing fee.

The landlord is reminded that the order of possession is not enforceable earlier than the effective date and time and that she may not seek enforcement earlier.

This decision containing the recorded settlement 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: December 30, 2022

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Residential Tenancy Branch