



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

File #310080788: CNC, FFT  
File #310093246: MNRL-S, FFL

### Introduction

The Tenant seeks the following relief pursuant to the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 47 cancelling a One-Month Notice to End Tenancy signed on July 26, 2022; and
- return of his filing fee pursuant to s. 72.

G.B. appeared as the Tenant and was joined by his daughter, C.B.. B.P. appeared as agent for the Landlord.

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.

I was advised by the Landlord's agent that the Landlord had filed an application for unpaid rent and was provided with a file number for that dispute. The agent indicated his willingness to settle the Tenant's application, provided the issue of unpaid rent for four months was also dealt with. I proposed that the two matters be joined such that the issues be dealt with in the same settlement. The Landlord's agent and the Tenant consented to doing so. Accordingly, I join the Landlord's application for unpaid rent with the Tenant's application.

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 will end by way of mutual agreement on February 28, 2023.
2. The Tenant agrees to pay rent when due for the months of January and February 2023.
3. The Tenant agrees to pay \$5,840.00 to the Landlord as unpaid rent.

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.

Pursuant to the parties' settlement, I grant the Landlord an order of possession. The Tenant and any occupants shall provide vacant possession of the rental unit to the Landlord no later than **1:00 PM on February 28, 2023**. I also grant the Landlord a monetary order for **\$5,840.00** to be paid by the Tenants.

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 respective claims for the filing fees are dismissed without leave to reapply.

It is the Landlord's obligation to serve the orders on the Tenants. If the Tenants do not comply with the monetary order, it may be filed with the Small Claims Division of the Provincial Court and enforced as an order of that Court. If the Tenants do 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: December 29, 2022

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Residential Tenancy Branch