



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, OLC, 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 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 tenant and both landlords attended the hearing. 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.

Preliminary Issue

The landlord YC testified that she and the co-landlord were not served with the Notice of Dispute Resolution Proceedings package by the tenant. They first discovered the existence of the dispute when on January 2nd, the Residential Tenancy Branch sent them an email advising them they had until January 16th to submit evidence to the Residential Tenancy Branch and serve it upon the tenant. On January 9th, the tenant

served them with 7 jpg. files, however this is all they got. The landlords testified they served the tenant with their evidence by email before January 16th.

The tenant testified that he brought his application to the “BC Access center” and the lady there told him she would send it all in. He understood that this meant the lady there would then serve the Notice of Dispute Resolution Proceedings upon the landlords, not him. The tenant acknowledged that he did not serve the landlords with the Notice of Dispute Resolution Proceedings package.

I advised the parties that section 89 of the Act requires that an application for dispute resolution must be given to the other party in the manner as set out in that section. I advised the tenant that his application would be dismissed for failure to serve the landlords with it. At this point, the parties advised they were willing to compromise and negotiate terms of a settlement agreement.

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute. The terms of settlement were recorded as follows:

1. The tenant acknowledges he didn't serve the Notice of Dispute Resolution Proceedings upon the landlords.
2. The parties mutually agree to end this tenancy. this tenancy will end at 1:00 p.m. on February 28, 2023 by which time the tenant and any other occupant will have vacated the rental unit.
3. The rights and obligations of the parties continue until the tenancy ends.

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 tenancy is ending, the application seeking an order that the landlord comply with the Act is dismissed without leave to reapply.

As the tenant's application was not successful, the tenant is not entitled to recovery of the \$100.00 filing fee for the cost of this application.

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 February 28, 2023, should the landlord be required to do so.

This decision is legal, final and binding and 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: January 16, 2023

Residential Tenancy Branch