



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding XINMEI REAL ESTATE LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, OLC, FFT

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard. The tenant testified that she had received the evidence of the landlord but had not served the landlord with a copy of her evidence. I informed the tenant that her evidence would not be considered in the making of this decision.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began on May 01, 2016. On August 31, 2022, the landlord served the tenant with a one-month notice to end tenancy for cause with an effective date of September 30, 2022.

During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

- The tenant agreed to move out by 1:00p.m. on February 15, 2023.
- The landlord agreed to allow the tenancy to continue till 1:00 p.m. on February 15, 2023.
- The landlord will be issued an order of possession effective this date.
- Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement, I grant the landlord an order of possession effective by 1:00p.m. on February 15, 2023. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

Conclusion

I grant the landlord an order of possession effective by **1:00p.m. on February 15, 2023.**

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: January 27, 2023

Residential Tenancy Branch