



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, FF

Introduction

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for an order cancelling the One Month Notice to End Tenancy for Cause (Notice) issued by the landlord and recovery of the cost of the filing fee.

The tenant and the landlord's legal counsel (counsel) attended and confirmed the documentary evidence submitted prior to the hearing showing that the parties had reached a mutual resolution to the tenant's application. This was shown by the signed Settlement Letter on counsel's letterhead document, outlining the specific terms of their agreement, signed by the tenant, and the attached, signed Mutual Agreement to End a Tenancy, on the Residential Tenancy Branch (RTB) form.

The parties confirmed that the purpose of convening the hearing was to request that the landlord be issued an order of possession of the rental unit based on the mutual agreement.

Counsel also confirmed that the name of the actual landlord was a limited company and requested that the landlord's name be changed in this application to reflect the true landlord. I note that the tenant listed the landlord's name as shown on the Notice served to him. For this reason, I find it appropriate to amend the tenant's application to reflect the limited company in place of the one named in the application.

Mutual Settlement

To give effect to the settlement reached between the parties prior to the hearing, I record the following terms, as follows:

1. The tenancy shall end no later than 12:00 pm on June 30, 2023.
2. The tenant agrees to vacate the rental unit no later than 12:00 pm on June 30, 2023.
3. The landlord is granted an Order of Possession (Order) effective at 12:00 pm on June 30, 2023, which becomes enforceable should the tenant fail to vacate the rental unit by the agreed upon date and time.

Conclusion

I order the parties to comply with the terms of their mutual agreement.

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the landlord's Notice or the tenant's application. As I have not considered the merits of the application, I do not award the tenant recovery of the filing fee.

This settlement agreement was reached in accordance with section 63 of the 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.

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: March 14, 2023

Residential Tenancy Branch