



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding LEXINGTON ENTERPRISES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC, FFT**

Introduction

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; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both the tenant and the landlord attended the hearing. The landlord was represented by the controller, KS. The landlord acknowledged service of the tenant’s Notice of Dispute Resolution Proceedings package and the tenant acknowledged service of the landlord’s evidence. Neither party took issue with timely service of documents.

Preliminary Issues

In his application, the tenant named another occupant of the rental unit as co-tenant although she did not sign the tenancy agreement. I determined that this person is an occupant and has no rights or obligations under the Residential Tenancy Act and as such, her name was removed from the application and the cover page of this decision. Likewise, the tenant named the building manager as the respondent in his application although the landlord named on the tenancy agreement is a limited company. The application and the cover page of this decision were also amended to reflect the proper name of the landlord company.

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.

1. The parties mutually agree to end this tenancy. This tenancy will end at 1:00 p.m. on April 30, 2023 by which time the tenant and any other occupant will have vacated the rental unit.
2. The parties will attend the rental unit at 100 p.m. on April 30, 2023 to do a move-out condition inspection report.
3. The rights and obligations of the parties continue until the tenancy ends.
4. The notice to end tenancy is cancelled and of no further force or effect.

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 and I make no determinations on whether the notice to end tenancy was valid.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the filing fee will not be recovered.

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 required to serve this Order of Possession upon the tenant and may enforce it as early as 1:00 p.m. on April 30, 2023, should the landlord be required to do so.

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: March 20, 2023

Residential Tenancy Branch