



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

### Dispute Codes

File #310074762: CNC

File #910088945: OPC, OPM, FFL

### Introduction

The Tenant seeks an order pursuant to s. 47 of the *Residential Tenancy Act* (the “Act”) cancelling a One-Month Notice to End Tenancy signed on May 31, 2022 (the “One-Month Notice”).

The Tenant’s application was scheduled for hearing on October 21, 2022 but was adjourned to permit the parties an opportunity to settle their dispute. Since the October 21, 2022 hearing, the Landlord in this matter has filed its own application seeking the following relief under the *Act*:

- an order of possession pursuant to s. 55 after issuing the One-Month Notice;
- an order of possession pursuant to s. 55 after the parties entered into a mutual agreement to end tenancy; and
- return of the filing fee pursuant to s. 72.

C.G. appeared as the Tenant. The Tenant was joined by his advocate, N.A.. R.M. appeared as agent for the Landlord. J.H. also attended as representative for another housing society. S.L. appeared as assistant to 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.

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 shall end by way of mutual agreement on March 31, 2023.

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's agent 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 shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on March 31, 2023**.

As a procedural matter, the applications in question have named the parties differently. I have amended the style of cause such that it reflects the naming of the parties as listed in the One-Month Notice in the interest of ensuring the proper legal names for the parties have been used as required under Policy Guideline #43.

It is the Landlord's obligation to serve the order of possession on the Tenant. If the Tenant does 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.

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 Landlord shall bear their own costs for their application and their claim for return of their filing fee is dismissed without leave to reapply.

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: March 02, 2023

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Residential Tenancy Branch