



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, FFT

Introduction and Preliminary Matters

On January 26, 2023, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, and the Landlord attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing package and documentary evidence was discussed, and any issues concerning service were addressed. The parties agreed that the tenancy started on April 1, 2018, that rent was currently established in the amount of \$693.60 per month, and that it was due on the first day of each month. As well, a security deposit of \$325.00 was also paid. A copy of the signed tenancy agreement was not submitted as documentary evidence for consideration.

Given that the Tenant wanted to give up vacant possession of the rental unit, instead of obtaining submissions relevant to the validity of the One Month Notice to End Tenancy

for Cause, they turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the Order of Possession that accompanies it.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant must give up vacant possession of the rental unit on **March 4, 2023, at 1:00 PM**. An Order of Possession will be awarded to the Landlord for this date.
2. The One Month Notice to End Tenancy for Cause dated February 22, 2023, is cancelled and of no force or effect.
3. The Landlord may keep the Tenant's security deposit in the amount of **\$325.00**.
4. Both parties are precluded from making any other Applications against the other party with respect to this tenancy.
5. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this matter.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, the Landlord is provided with a formal copy of an Order of Possession effective at **1:00 PM on March 4, 2023, after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 3, 2023

Residential Tenancy Branch