



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding WILLOW POINT SENIORS LIVING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, FFT

### Introduction

The Tenant seeks an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") pursuant to section 46(4)(b) of the *Residential Tenancy Act* (the "Act"). They are also seeking to recover the cost of the filing fee under section 72 of the Act.

Parties appeared for both the Landlord and the Tenant. The parties affirmed to tell the truth during the hearing. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

The Tenant's Agent, D.T. was represented at the hearing by counsel, R.D., who was not affirmed as they confirmed they had been called to the British Columbia Bar and as such, have already sworn an oath.

The Tenant testified they served the Notice of Dispute Resolution Package (the "Materials") on the Landlord on March 13, 2023 via registered mail. The Landlord confirmed receipt of the Materials and raised no issues with service. I find that pursuant to sections 89 and 90 of the Act that Tenant's Materials were sufficiently served to the Landlord.

### Settlement

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute. 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 were able to reach a compromise and achieved a resolution of their dispute on mutually agreed terms.

Both parties agreed to the following final and binding settlement of all issues listed in the Application:

- The Tenant will provide the Landlord with vacant possession of the rental unit property by 1:00 P.M. on June 30, 2023.
- The Tenant may end the tenancy before June 30, 2023 by giving notice to the Landlord in accordance with section 45 of the Act.
- The Tenant will pay the Landlord rent in the amount of \$779.00 per month due on the first day of the month for the duration of the remainder of the tenancy in accordance with section 26 of the Act.
- Both parties agreed that this settlement agreement constituted a final and binding resolution of the Tenant's Application.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I issue an Order of Possession to the Landlord which is to take effect by 1:00 P.M. on June 30, 2023. The Landlord is provided with this Order in the above terms and must serve it on the Tenant in accordance with the Act. 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.

As the parties have reached a settlement, I make no factual findings about the merits of this Application.

As I am not deciding on the matter before me, I dismiss without leave to reapply the Tenant's request for the Landlord to pay the filing fee for the Application.

### Conclusion

The parties agreed to settlement on final and binding terms.

The Landlord is issued an Order of Possession effective 1:00 P.M. on June 30, 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 Act.

Dated: April 13, 2023

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Residential Tenancy Branch