



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPM, FFL; CNL, FFT

### Introduction

This hearing dealt with the landlord's application, filed on April 18, 2023, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession based on a mutual agreement to end tenancy, pursuant to section 55; and
- authorization to recover the \$100.00 filing fee paid for his application, pursuant to section 72.

This hearing also dealt with the tenants' application, filed on January 16, 2023, pursuant to the *Act* for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated January 1, 2023, and effective March 31, 2023 ("2 Month Notice"), pursuant to section 49; and
- authorization to recover the \$100.00 filing fee paid for their application, pursuant to section 72.

"Tenant PD" did not attend this hearing. The landlord, tenant BW ("tenant"), and the tenant's support person attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 26 minutes from 9:30 a.m. to 9:56 a.m.

All hearing participants confirmed their names and spelling. The landlord provided his mailing address, and the tenant provided her email address for me to send copies of this decision to both parties after this hearing.

The landlord stated that he owns the rental unit. He provided the rental unit address.

The tenant confirmed that she had permission to represent tenant PD, who is her husband, at this hearing (collectively “tenants”). The tenant affirmed that her support person, who is her daughter, would not testify or participate in this hearing.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* does not permit recordings of any hearings by any participants. At the outset of this hearing, the landlord affirmed, under oath, that he would not record this hearing. At the outset of this hearing, the tenant affirmed that neither she, nor her support person, would record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

Both parties confirmed receipt of the other party’s application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that both parties were duly served with the other party’s application.

### Settlement Terms

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 and orders. During this hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 31, 2023, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenants are permitted to vacate the rental unit earlier than July 31, 2023, provided that the tenants first give at least 7 days’ written notice to the landlord, by way of leaving a copy in the landlord’s mailbox;

3. Both parties agreed that the tenants will pay rent to the landlord, for the remainder of this tenancy, which will be pro-rated until the date they vacate the rental unit;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 26-minute hearing. Both parties were given ample time during this hearing, to think about, review, discuss, ask questions, negotiate, and decide about the above settlement terms.

#### Filing Fees

Both parties paid \$100.00 filing fees for their applications. They did not discuss same in their settlement, above.

Filing fees are discretionary awards usually issued by an Arbitrator after a full hearing is conducted on the merits of the applicants' application, a decision is made by the Arbitrator, and the applicants are successful. Both parties settled their applications at this hearing. I was not required to conduct a full hearing or make a decision on the merits of either party's application.

For the above reasons, I dismiss both parties' applications to recover their \$100.00 filing fees, without leave to reapply.

#### Conclusion

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties and as advised to them during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 31, 2023. The tenant(s) must be served with this Order. Should the

tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Both parties' applications to recover their \$100.00 filing fees are dismissed without leave to reapply.

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: May 12, 2023

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Residential Tenancy Branch