



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNR, CNL, 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 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- An order to cancel a 2 Month Notice to End Tenancy for Landlord's Use pursuant to sections 49 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord attended the hearing accompanied by her son, JL. The tenant attended the hearing and was assisted by an interpreter, CA.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an affirmation to tell the truth and they both confirmed that they were not recording the hearing.

Preliminary Issues

The landlord acknowledged being served with the tenant's Notice of Dispute Resolution Proceedings package. The tenant did not acknowledge receipt of the landlord's evidence, although the landlord's son testified that he personally served it upon the tenant some time ago. As the landlord was unable to satisfy me of the date when the landlord's evidence was served upon the tenant, I ruled that the landlord's documentary evidence would be excluded from consideration in this hearing.

The parties agree that the tenant paid April's rent on April 2nd, within 5 days of being served with the 10 Day Notice to End Tenancy for Unpaid Rent/Utilities. As such, the

notice to end tenancy for unpaid rent has no effect pursuant to section 46(4)(a) and I cancel it.

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 with the following terms:

1. This tenancy is ending pursuant to section 44(1)(a)(v) of the *Act*.
2. The tenant agrees to vacate the rental unit in accordance with the notice to end tenancy for landlord's use of property. The tenant and any other occupants will have vacated the rental unit. by 1:00 p.m. on July 31, 2023.
3. The rights and obligations of the parties continue until the tenancy ends.
4. The tenant will pay rent for the month of June 2023. Rent for the month of July 2023 is considered paid pursuant to section 51 of the *Act*.

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.

The decision to order payment of the filing fee is discretionary upon the arbitrator and since this matter was settled by agreement, I decline to order that the filing fee 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 July 31, 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: May 23, 2023

Residential Tenancy Branch