



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding HOMELIFE ADVANTAGE REALTY
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC
 OPC, FFL

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Tenant’s Application for Dispute Resolution was made on February 24, 2023. The Tenant applied to dispute a One-Month Notice to End Tenancy for Cause (the “Notice”) dated February 13, 2023.

The Landlord’s Application for Dispute Resolution was made on March 6, 2023. The Landlord applied to enforce a One-Month Notice to End Tenancy for Cause (the “Notice”) dated February 13, 2023, and to recover their filing fee for this application.

Two Agents for the Landlord (the “Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Tenant and the Landlord were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties agreed that they have exchanged the documentary evidence that I have before me in these proceedings.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Notice dated February 13, 2023, be cancelled?
- If not, Is the Landlord entitled to an order of possession?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

During the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Landlord and the Tenant agreed to an end of tenancy date of August 31, 2023.
2. The Tenant agreed that they will move out of the rental unit no later than 1:00 p.m. on August 31, 2023.
3. The parties agreed that the Tenant may issue the Landlord a 14-Day written notice to end the tenancy earlier than August 31, 2023.
4. The Tenant will continue to pay rent as per their tenancy agreement until their tenancy has ended in accordance with this settlement agreement.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, a conditional **Order of Possession** dated **August 31, 2023**, will be granted to the Landlord to be served should the Tenant not move out in accordance

with this agreement. The Order of Possession will be effective two (2) days after service upon the Tenant.

The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Additionally, section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As this case has ended in a settlement, I decline to award the recovery of the filing fee to the Landlord.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlord to be served on the Tenant, effective no later than 1:00 p.m. on August 31, 2023. Should the Tenant 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: June 16, 2023

Residential Tenancy Branch