



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with the tenants' application, filed on February 22, 2023, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated February 19, 2023, and effective April 1, 2023 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the three tenants, "tenant MA," tenant SAA ("tenant"), and "tenant SHA" attended this 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 31 minutes from 11:00 a.m. to 11:31 a.m. The landlord called in late at 11:01 a.m. The tenant called in late at 11:03 a.m. Tenant MA and tenant SHA called in late at 11:07 a.m. and disconnected each of their separate telephones at 11:09 a.m. and joined the same telephone line in the same room with the tenant. I did not discuss any evidence in the absence of either party.

All hearing participants confirmed their names and spelling. The landlord and the tenant provided their email addresses 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.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recordings of any RTB hearings by any participants. At the outset of this

hearing, all hearing participants separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. 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.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. The tenant confirmed receipt of the landlord's evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenants' application and the tenants were duly served with the landlord's evidence.

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, except for the filing fee.

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

1. Both parties agreed that this tenancy will end by 1:00 p.m. on August 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 August 31, 2023, provided that they give at least 2 days' written notice to the landlord, by way of a letter to be left in the landlord's mailbox;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application, except for the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the filing fee. 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, except for the filing fee.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 30-minute hearing. Both parties were provided with ample time during this hearing to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

Filing Fee

The tenants paid a \$100.00 filing fee for their application. Both parties did not settle this issue. The tenants asked that I make a decision about it.

A filing fee is a discretionary award 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. The tenants settled their application at this hearing. I was not required to conduct a full hearing or make a decision on the merits of the tenants' application.

For the above reasons, I dismiss the tenants' application to recover their \$100.00 filing fee, 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 discussed with both parties during this 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 August 31, 2023, as per condition #1 of the above agreement. The tenant(s) must be served with a copy of 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.

The landlord's 1 Month Notice, dated February 19, 2023, and effective April 1, 2023, is cancelled and of no force or effect.

The tenants' application to recover the \$100.00 filing fee is 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: June 15, 2023

Residential Tenancy Branch