



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

A matter regarding DEVON PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Tenant: **CNC, FFT**  
Landlord: **OPC, FFL**

### **Introduction**

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Residential Tenancy Act.

The tenant applied for:

- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord applied for:

- An order of possession for cause pursuant to sections 47 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant attended the hearing and the landlord was represented by property manager, J.Z.

### **Preliminary Issue**

In the tenant's application, the tenant named her son as a second tenant although the son was not named on the tenancy agreement and did not sign it. I determined that the tenant's son is an occupant of the rental unit and not a tenant, and had no rights or obligations as a tenant. As the son was not a tenant, I removed his name from the cover page of this decision in accordance with rule 4.2 of the Residential Tenancy Branch Rules of Procedure.

### **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 indicated their intention to settle their dispute. The parties achieved the following resolution of their dispute with the following terms:

1. The parties mutually agree to end this tenancy. This tenancy will end at 1:00 p.m. on November 30, 2023, by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties will continue until the tenancy ends.
3. The parties will attend the rental unit at 1:00 p.m. on November 20, 2023 or any other mutually agreeable date to conduct a move-out condition inspection report.

Both parties testified that this agreement was made of their own free will, without any coercion and that they understood and agreed that the terms are legal, final, binding and enforceable, which settle all aspects of these disputes. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the applications before me and I make no determinations on whether the notice to end tenancy was valid.

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 fees be recovered by either party.

#### 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 November 30, 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: November 16, 2023

---

Residential Tenancy Branch