



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, CNC, FFL

Introduction

The hearing was convened in response to cross applications.

The tenant filed an Application for Dispute Resolution, in which the tenant applied to cancel a One Month Notice to End Tenancy for Cause.

The landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Cause and to recover the fee for filing this Application for Dispute Resolution.

RL stated that on September 22, 2023, the Dispute Resolution Package was sent to CA, via registered mail. CA is the only Respondent named on the landlord's Application for Dispute Resolution. CA acknowledged receipt of these documents. I find that these documents were served in accordance with section 89 of the *Residential Tenancy Act* (Act).

CA stated that sometime in September of 2023, the Dispute Resolution Package was sent to RL, via regular mail. RL stated that these documents were not received. The parties were advised that the hearing would proceed even though the landlord did not receive the tenant's Application for Dispute Resolution, as the tenant's application to cancel the One Month Notice to End Tenancy for Cause can be considered on the basis of the landlord's Application for Dispute Resolution.

On September 20, 2023 and November 24, 2023, the landlord submitted evidence to the Residential Tenancy Branch. The landlord stated that this evidence was placed in

the tenant's mailbox, which is not a secure mailbox. The tenant stated that this evidence was not received. As the landlord has failed to establish that the evidence was received by the sent to the tenant, it was not accepted as evidence for these proceedings.

Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Is the landlord is entitled to an Order of Possession or should the One Month Notice to End Tenancy for Cause be set aside?

Is the landlord entitled to recover the fee for filing this Application for Dispute Resolution?

Background and Evidence

Prior to discussing whether this hearing should be adjourned for the purposes of providing the landlord with an opportunity to re-serve the landlord's evidence, and prior to discussing the merits of the One Month Notice to End Tenancy for Cause, the landlord and the tenant mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- The tenant will pay rent by the first day of each month;
- The tenancy will end, by mutual agreement, on March 31, 2024; and
- The landlord will receive an Order of Possession which requires the tenant to vacate the unit by March 31, 2024.

This agreement was summarized for the parties on at least two occasions and both parties clearly indicated that their agreement to resolve these issues under these terms.

The landlord and the tenants both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

I find that the landlord and the tenant mutually agreed to resolve all issues in dispute at these proceedings under the aforementioned terms.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective on **March 31, 2024**. This Order may be served on the tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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: December 08, 2023

Residential Tenancy Branch