



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BARCLAY PLACE HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC FFT**

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a One Month Notice to End Tenancy for Cause ("Notice") pursuant to section 47; and
- Authorization to recover the filing fees from the landlord pursuant to section 72.

The landlord and the tenant both attended the hearing. The landlord was represented by building manager, CS and the tenant was assisted by an agent/advocate, BA. As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

Preliminary Issue

The tenant's application did not list the full legal name of the landlord. In accordance with rules 4.2 and 6.1 of the Residential Tenancy Branch Rules of Procedure the landlord's name was amended to the name shown on the cover page of this decision.

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the

hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

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

1. There will be a mutual agreement end to the tenancy. This tenancy will end at 1:00 p.m. on February 29, 2020.
2. The tenant agrees that he and his guests will not consume any illicit drugs on the residential property.
3. The tenant agrees that he will take down the door installed in the hallway of the rental unit before noon on Monday, January 27, 2020.
4. The rights and obligations of the parties under the *Act* continue until the tenancy ends.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. 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.

The return of the filing fee is discretionary upon the arbitrator and I decline to award the applicant recovery of it.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession. The parties agree that the tenant is to vacate the rental unit by 1:00 p.m. on February 29, 2020.

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: January 24, 2020

Residential Tenancy Branch