



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

File #310050997: CNR, RP, OLC, FFT

File #310052618: OPC, FFL

Introduction

The Tenant applies for the following relief under the *Residential Tenancy Act* (the “Act”):

- To cancel a 10-Day Notice to End Tenancy pursuant to s. 46;
- An order under s. 32 for repairs to the rental unit;
- An order pursuant to s. 62 that the Landlord comply with the Act, Regulations, and/or tenancy agreement; and
- An order pursuant to s. 72 for return of her filing fee.

The Landlord applies for the following relief under the Act:

- An order for possession pursuant s. 55 after issuing a One-Month Notice to End Tenancy (the “One-Month Notice”); and
- An order pursuant to s. 72 for return of their filing fee.

L.M. appeared as Tenant. L.B. appeared as agent for the Landlord and was joined by C.L. who is the property manager for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

The Tenant confirmed that there was no 10-Day Notice issued and that the only notice in dispute was the One-Month Notice.

The Landlord's agent confirmed that the correct Landlord was P.L., as listed in the Tenant's application, and not the name as listed by the Landlord's application.

Parties' Settlement

Pursuant to section 63 of the *Act*, I 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 discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement on March 31, 2022.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The parties shall bear their own costs for their applications and their claims for return of their filing fee are dismissed without leave to reapply.

Pursuant to the parties' settlement, I grant the Landlord an order for possession. The Tenant shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on March 31, 2022**.

It is the Landlord's obligation to serve the order for possession on the Tenant. If the Tenant does not comply with the order for possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: February 14, 2022

Residential Tenancy Branch