



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, OLC, FFT

Introduction

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

- an order pursuant to s. 46 cancelling a 10-Day Notice to End Tenancy signed on February 12, 2023;
- an order pursuant to s. 62 that the landlord comply with the Act, Regulations, and/or the tenancy agreement; and
- return of the filing fee pursuant to s. 72.

M.I. appeared as the Tenant. G.C. appeared as the Landlord’s agent.

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. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Preliminary Issue – Tenant’s Adjournment Request

After the hearing had begun the Tenant called in and requested an adjournment as it was a bad time, and he was busy at work. The Landlord’s agent disputed the adjournment request.

Rule 7.9 of the Rules of Procedure establishes some of the criteria for granting adjournments, including the degree to which the need for the adjournment request arises out of the actions of the party seeking it.

Proceedings before the Residential Tenancy Branch are judicial in nature and this hearing was scheduled for today’s date more than a month ago. The Tenant, who is

also the applicant, is expected to arrange for time to participate. I have no doubt that most of the participants before the Residential Tenancy Branch have busy schedules. As I said at the hearing, if a party could obtain an adjournment by simply stating they are busy at work then I suspect there would be significantly more adjournments.

The Tenant's request for an adjournment was denied.

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 shall end by way of mutual agreement on May 15, 2023.
2. The Landlord agrees to waive any claim to rent from the Tenant for May 2023.
3. The Tenant agrees to pay \$4,050.00 to the Landlord in full satisfaction of the Landlord's total unpaid rent claim.

I confirmed that the Landlord's agent 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's agent 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.

Pursuant to the parties' settlement, I grant the Landlord an order of possession. The Tenant shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on May 15, 2023**.

I also grant the Landlord a monetary order. The Tenant shall pay **\$4,050.00** to the Landlord.

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

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 Tenant shall bear their own costs for their application and their claim for return of their filing fee is dismissed without leave to reapply.

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: April 27, 2023

Residential Tenancy Branch