



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated May 15, 2019 ("One Month Notice"), and for recovery of the \$100.00 Application filing fee.

The Tenant and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Neither Party raised any concerns about the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the decision would be emailed to both Parties and any orders sent to the appropriate Party.

### Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Landlord withdraws the One Month Notice dated May 15, 2019.

2. The Tenant withdraws this Application in full, as part of this mutually settled agreement.
3. The Tenant agrees to vacate the rental unit by July 4, 2019 at 4 p.m.
4. The Tenant agrees to clean the rental unit by July 6, 2019 at 4 p.m., including the stove and the fridge.
5. The Parties agree that the Tenant will provide the keys to the Landlord by July 6, 2019 at 4 p.m.
6. The Tenant agrees to fill the cracks and holes in the rental unit, and paint over them by July 7, 2019 at 4 p.m.
7. The Tenant agrees to move her recreational vehicle from the residential property by July 12, 2019 at 4 p.m.
8. The Parties agree that the Tenant may return to the residential property to clean up outside as set out below, with a complete vacancy of the residential property by July 12, 2019, at 4 p.m.
9. The Tenant agrees to take the pig pen down by July 12, 2019 at 4 p.m.
10. The Tenant agrees to clean the chicken coop by July 12, 2019 at 4 p.m.
11. The Tenant agrees to clean out the black shed by July 12, 2019 at 4 p.m.
12. The Parties agree that they entered into this agreement completely voluntarily
13. Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Tenant adheres to the schedule as stipulated above. The Landlord is granted an Order of Possession effective two days after service of this Order on the Tenant, which is to be enforced only if the Tenant does not adhere to the schedule stipulated above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. If the Tenant complies with the above schedule, this Order will become void and unenforceable and the tenancy will continue until ended in accordance with this Settlement Agreement.

This settlement agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this agreement was made on a

voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

As the Parties have mutually settled their issues, I decline to award the Tenant with recovery of the \$100.00 Application filing fee.

### Conclusion

This matter was resolved by way of a mutually Settled Agreement. In recognition of this Settlement Agreement and based on the above, I hereby order that the One Month Notice to End Tenancy for Cause dated May 15, 2019, is cancelled and is of no force or effect.

In addition, in support of the settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective two days after service of the Order** on the Tenant. This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement.

I order the Parties to comply with their Settlement Agreement described above.

This decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: July 09, 2019

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Residential Tenancy Branch