



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Regent Park Pinnacle Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP CNC OLC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on November 12, 2019. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided testimony. The Landlord confirmed receipt of the Tenants' application package. The Tenant confirmed receipt of the Landlord's evidence. Neither party took issue with the service of these documents.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties agreed to settle all of the issues with respect to the tenancy, as follows:

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant will move out of the rental unit by **January 31, 2020, at 1pm.**
- The Landlord cancels the 1 Month Notice, issued on October 1, 2019.
- The Landlord and the Tenant agreed that the Landlord would pay the Tenant \$10,000.00, forthwith, to compensate him for all matters relating to his tenancy, up until today's date. Both parties recognize that there were issues with the flooring, and renovations, which all factor into the above noted compensation.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.
- Should the Tenant wish to vacate early, he is required to give notice in accordance with the Act.
- The Landlord and the Tenant must also deal with the security deposit in accordance with 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 nature of this full and final settlement of all matters relating to the Tenant's request for monetary compensation.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective January 31, 2020, at 1pm to reflect the end of tenancy. I also grant the Tenant a monetary order in the amount of \$10,000.00, as specified above.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective January 31, 2020, at 1pm and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

The Tenant is granted a monetary order pursuant to Section 67 in the amount of **\$10,000.00** comprised of rent owed. This order must be served on the Landlord. If the Landlord fails to comply with this order the Tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 12, 2019

Residential Tenancy Branch