



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MARCON JOHNSTON LIMITED
PARTNERSHIP and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNL-4M, FFT**

Introduction

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

- An order to cancel a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit ("Notice") pursuant to section 49; and
- Authorization to recover the filing fees from the landlord pursuant to section 72.

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 landlord testified the tenancy agreement and the Notice to End Tenancy indicates the landlord's legal name is the one listed on the cover page of this decision. In accordance with rules 4.2 and 6.1 of the Residential Tenancy Act Rules of Procedure, I amended the landlord's legal name. The landlord's correct name is reflected 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. The parties agree that the tenancy will end at 1:00 p.m. on May 31, 2020 at which time the tenants and any other occupants will have vacated the rental unit.
2. The parties acknowledge that the rent for the month of March 2020 was not collected in accordance with section 51 of the Act.
3. The landlord agrees that the landlord will not collect rent for the months of April and May 2020.
4. The landlord agrees to assist the tenants in finding a moving company capable of moving the tenants on May 31, 2020. The landlord is not responsible for paying for the tenants' move.
5. 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.

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession.

Conclusion

I grant an Order of Possession to the landlord effective May 31, 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: March 26, 2020

Residential Tenancy Branch