



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFT, CNC, OLC

### Introduction

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

- cancel a One Month's Notice for cause pursuant to section 47 of the *Act*.
- receive an order for the landlord to comply with the *Act*, regulation, and/or the tenancy agreement; and
- to recover the filing fee pursuant to section 72 of the *Act*.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord confirmed receipt of the tenant's application for dispute resolution and evidentiary package after it was sent to the landlord by way of Canada Post Registered Mail on February 11, 2020. The landlord is found pursuant to section 88 of the *Act* to have been served with this package in accordance with the *Act*. The Canada post tracking number is listed on the first page of this decision.

### Issue(s) to be Decided

Is the tenant entitled to cancel the One Month's Notice ("Notice"), for cause pursuant to section 47 of the *Act*?

Is the tenant entitled to an order for the landlord to comply with the *Act*, regulation, and/or the tenancy agreement?

Is the tenant entitled to the filing fee pursuant to section 72 of the *Act*?

Should the tenant be unsuccessful in cancelling the Notice to End Tenancy is the landlord entitled to an Order of Possession for cause pursuant to section 55 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, the relevant and important aspects of the tenant's claims and my findings are set out below:

The landlord testified that the fixed term tenancy began on October 01, 2019. Monthly rent is \$1560.00 and is payable the first of each month. A security deposit of \$750.00 is held in Trust by the landlord. The landlord testified and confirmed that the tenant was served with (the "Notice") on January 28, 2020 in person and witnessed by a third party.

The Notice indicates an effective move-out date of February 29, 2020. As of the date of this hearing, the tenant continues to reside at the rental unit.

### Settlement

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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

All parties agreed to the following final and binding settlement:

1. The tenant NSN agrees to move out of the rental unit by Sunday May 31, 2020 by 1: 00 p.m.
2. The tenant agrees to pay the rental arrears of \$780.00 by March 15, 2020.
3. The tenant agrees to pay the landlord the rent due for April and May 2020, when they are due.
4. The parties agree that the landlord is allowed to show prospective tenants every Saturday in May 2020 between the hours of 9:30 p.m. to 4:30 p.m. The landlord must provide the tenant 24 hours' notice by text and email of the showings.
5. On the day of the showings in May 2020, the tenant agrees to move his Motorhome out of vicinity of the rental unit.

6. The tenant agrees to move his motor bike from the front of the rental unit on the day of the showings.

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Landlord and tenant testified that they understood that the above agreement was being made and was binding and enforceable. The parties agreed the effective date of end of tenancy would be May 31, 2020.

I grant the landlord an order of possession pursuant to section 55 of the *Act*, should the tenant fail to vacate the rental unit by Sunday May 31, 2020 by 1:00 p.m. This order may be filed and enforced in the Supreme Court of British Columbia.

### Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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 16, 2020

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Residential Tenancy Branch