



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the Residential Tenancy Act (the “Act”), seeking cancellation of a One Month Notice to End Tenancy for Cause (the “One Month Notice”) and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant, the Tenant’s Advocate, the Landlord, two agents for the Landlord and a witness for the Landlord (the “Witness”), all of whom provided affirmed testimony.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end at 1:00 P.M. on April 10, 2020, unless extraordinary circumstances relating to the current state of emergency, such as a lockdown, prevent the Tenant from vacating the rental unit on or before April 10, 2020, at 1:00 P.M., in which case the tenancy will end immediately upon the end of the extraordinary circumstances.
2. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.
3. The parties agree that the Landlord will pay the Tenant \$1,460.00, which includes the return of the \$475.00 security deposit and the \$985.00 in rent paid for March 2020, on or before 1:00 P.M. on April 1, 2020.
4. The parties agree that no rent is due for April 2020.

5. The parties agree that they each remain at liberty to file subsequent claims with the Residential Tenancy Branch (the “Branch”) in relation to matters arising from the tenancy except in relation to rent for March or April of 2020, recovery of the filing fee for this Application, and the return of the security deposit as these matters have been settled under this agreement.
6. The Tenant withdraws their Application in full and the Landlord cancels the One Month Notice as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above pursuant to section 63 of the *Act*, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective 1:00 P.M. on April 10, 2020, after service on the Tenant. The Landlord is provided with this Order in the above terms and the Landlord must serve the Tenant with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

In support of the settlement described above pursuant to section 63 of the *Act*, and with the agreement of the parties, I grant the Tenant a Monetary Order in the amount of \$1,460.00. The Tenant is provided with this Order in the above terms and the Tenant must serve the Landlord with this Order as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 30, 2020

Residential Tenancy Branch