



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit ("Four Month Notice") pursuant to section 49;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

DT attended as lawyer for the landlord ("the landlord"). The tenant attended.

Both parties had an opportunity to be heard, to present their testimony and to make submissions.

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

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so 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 parties agreed as follows:

1. The tenant shall pay the outstanding rent in the amount of \$575.00 on or before 5:00 PM on May 1, 2020;
2. Providing the tenant pays the outstanding rent as set out in paragraph #1, the parties agreed on the following terms concerning compensation and the date of the end of the tenancy.
3. The tenant shall receive one month rent as compensation pursuant to section 55(1) and the tenant is not required to pay rent for the month of May 2020;
4. If the BC State of Emergency is lifted *before* midnight on the 14th day of any month, the tenant shall vacate the unit on or before 1:00 PM of the last day of the second calendar month thereafter;
 - For greater certainty, the following is an example of the parties' intention with respect to the previous section:
 - *Example:*
If the State of Emergency is lifted on May 10, 2020, the tenant shall vacate the unit on or before 1:00 PM on the last day of two subsequent calendar months, that is, on July 31, 2020;
5. If the BC State of Emergency is lifted *after* midnight on the 15th day of any month, the tenant shall vacate the unit on or before 1:00 PM of the last day of the third subsequent calendar month thereafter;
 - For greater certainty, the following is an example of the parties' intention with respect to the previous section:
 - *Example:*
If the State of Emergency is lifted on May 16, 2020, the tenant shall vacate the unit on or before 1:00 PM on the last day of three subsequent calendar months, that is, on August 31, 2020;
6. The issue of the return of the security deposit of \$1,000.00 shall be dealt with by the parties at the end of the tenancy.

The terms of this settlement were fully discussed in a hearing that lasted 146 minutes. Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The landlord may apply for an Order of Possession in the event the tenant fails to comply with the terms of this Decision.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The tenant and landlord agreed that the application is resolved on the above terms.

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: April 29, 2020

Residential Tenancy Branch