



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "**Act**") for the cancellation of the landlord's One Month Notice to End Tenancy for Cause (the "**Notice**") pursuant to section 47.

The tenant attended the hearing. She was assisted by an advocate ("**SM**"). The landlord was represented by an agent ("**SA**") and its office manager ("**CL**").

Analysis

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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenant will provide vacant possession of the rental unit to the landlord on or before May 31, 2020 at 1:00 pm.
2. If the tenant vacates the rental unit before May 31, 2020, the landlord will prorate the rent, and return the balance to the tenant or entity paying rent on behalf of the tenant within five business days.
3. The landlord will permit the presence of one additional guest ("**JO**", full name on the cover of this decision) in the rental unit until the end of the tenancy.
4. The tenant will provide the landlord with a copy of JO's ID via email by the end of day April 30, 2020.
5. The tenant will not conduct any business out of the rental unit until the end of the tenancy.

6. The landlord will provide a neutral reference letter to the tenant stating that the tenant paid her rent on time and confirming the duration of the tenancy.
7. The tenant will empty the rental unit of her possessions and clean the rental unit at the end of the tenancy.
8. The tenant will return to the landlord all copies of the following keys in her possession by the end of the tenancy:
 - a. keys to the rental unit;
 - b. keys to mailbox; and
 - c. keys to the residential property.
9. The parties will conduct a move-out condition inspection on the last day of the tenancy, at 1:00 pm.
10. If the landlord does not note any new damage to the rental unit on the move-out condition inspection report, the landlord will return the entirety of the security deposit and pet damage deposit to the tenant immediately after the inspection is completed.
11. If the landlord does note new damage to the rental unit on move-out condition inspection report, the landlord may continue to hold the security deposit and pet damage deposit in trust for the tenant and may file an application for dispute resolution in accordance with the Act.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal 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 between.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on 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: April 30, 2020