



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE, OLC

Introduction

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

- An order to cancel a One Month Notice to End of Employment pursuant to section 48 (5) and;
- an order for the landlord to comply with the *Act*, regulation, and/or the tenancy agreement pursuant to section 62(3) of the *Act*.

Both parties, the landlord and tenant 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 was represented with his agent LB.

The tenant testified the landlord was served the Notice of Dispute Resolution together with the evidentiary package via Canada Post registered mail on March 8, 2020. I find that this satisfied the service requirements set out in sections 88 and 89 of the *Act*, and find the landlord was deemed to have received the documents in accordance with section 90 of the *Act* on March 13, 2020. Canada Post tracking number is listed on the cover page of this decision.

The tenant confirmed receipt of the landlord's evidentiary package served in person on April 17, 2020. As both parties were in attendance. I confirmed that there were no issues with service of documents.

Issue(s) to be Decided

Is the tenant entitled to cancel a One Month Notice to End of Employment pursuant to section 48 (5) of the *Act*? and;

Is the tenant entitled to an order for the landlord to comply with the *Act*, regulation, and/or the tenancy agreement pursuant to section 62(3) of the *Act*?

If the tenant fails in his application, is the landlord entitled to an order of possession pursuant to section 55 of the *Act*?

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.

The parties agreed to the following final and binding settlement:

1. The tenant agrees to vacate the rental unit on May 30, 2020 by no later than 1:00 p.m.
2. The landlord is granted an Order of Possession effective May 30, 2020 at 1:00 p.m., should the tenant fail to vacate the rental unit.
3. The tenant agrees to pay the rent for May 1, 2020 for the sum of \$530.00 on the due date.
4. The parties agree that the tenant will provide the landlord with a key in a sealed envelope on April 30, 2020. This key is to be dropped of in mail box 12 in the building.

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.

The landlord and tenant testified that they understood that the above agreements are binding and enforceable.

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: May 1, 2020

Residential Tenancy Branch