



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled in response to the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for:

- an order to cancel One Month Notice for Cause pursuant to section 47(4) 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 by his representative SR.

The tenant testified the landlord was served the Notice of Dispute Resolution together with the evidentiary package via Canada Post registered mail on March 4, 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 9, 2020. 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 Notice pursuant to section 47 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 agreement was read over to the parties three times to ensure that they understood the settlement.

The parties agreed to the following final and binding settlement:

1. The parties agree that the landlord will comply within one month from the date of this decision to carry out the following repairs: (due to Covid19)
 1. The washroom toilet and seat to be fixed.
 2. The light switch to the shower room to be fixed by a contractor.
 3. A new set of blinds to be purchased by the landlord for the bedroom in the basement.
 4. The landlord will give the tenant 24 hours notice before carrying out any repairs or inspection of the rental unit.
2. The parties agree that the tenant shall vacate the rental property on Friday **October 30, 2020 at 1:00 P.M.** Should the tenant fail to vacate, the landlord can serve the attached Order of Possession.
3. The parties agreed that the landlord returned the security deposit to the tenant in November 2019.

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 terms are legal, binding and enforceable.

Conclusion

I grant an Order of Possession to the landlord effective, **October 30, 2020 at 1:00 P.M.**

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