



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNE, LRE, OLC, FFT, CNC**

Introduction

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

- Cancellation of a One Month Notice to end tenancy for end of employment pursuant to section 48;
- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order to restrict or suspend the landlord’s right of entry pursuant to section 70;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

No issues of service were raised. I find the Applicant served the Respondent as required under the Act.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 25 minutes.

Both parties had an opportunity to be heard, to present their affirmed 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. If the BC State of Emergency is lifted *before* midnight on the last day of any month, the tenant shall vacate the unit on or before 1:00 PM of the last day of the 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 June 10, 2020, the tenant shall vacate the unit on or before 1:00 PM on the last day of the following calendar month, that is, on July 31, 2020;

2. The tenant shares a common area with other occupants; the landlord shall provide 24-hour notice of his intention to enter the common area by written posted notice, shall send a text to the tenants upon his arrival, and shall knock before entering the common area;

3. The notice referenced above may take place by text if both parties agree.
4. The issue of the security deposit shall be dealt with when the tenant vacates the unit.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord an Order of Possession to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement and ONLY upon the termination of the State of Emergency. The Order is effective at the end of the calendar month following the end of the State of Emergency.

Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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.

I issue to the landlord an Order of Possession to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement and ONLY upon the termination of the State of Emergency. The Order is effective at the end of the calendar month following the end of the State of Emergency.

Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 07, 2020

Residential Tenancy Branch