



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPC, OL**
 CNR

Introduction

This hearing was scheduled to deal with applications filed by both the landlord and the tenant pursuant to the *Residential Tenancy Act* (“Act”).

The landlord applied for an Order of Possession for Cause pursuant to sections 47 and 55.

The tenant applied for an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to sections 46 and 55.

The tenant attended the hearing and the landlord attended the hearing represented by his counsel, SS. As both parties were present, service of documents was confirmed. Both parties acknowledge receipt of one another's Applications for Dispute Resolution and evidence. Neither party took issue with timely service of documents.

Preliminary Issue

The parties agree that the landlord served the tenant with both a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and a One Month Notice To End Tenancy for Cause on the same date, March 18, 2020. Only the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was disputed by the tenant. The parties agreed that the tenant could amend his application to dispute the One Month Notice To End Tenancy for Cause during this hearing. In accordance with rule 4.2 of the Residential Tenancy Branch Rules of Procedure, the tenant's application was amended.

Settlement Reached

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, 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 at this time:

1. The parties agree to a mutual agreement to end the tenancy. This tenancy will end at 1:00 p.m. on June 30, 2020 by which time the tenant and any other occupant will have vacated the residential property.
2. If the tenant chooses to vacate the residential property prior June 30, 2020, the tenant will notify the landlord or the landlord's counsel by telephone.
3. The landlord agrees to compensate the tenant with \$1,500.00 to assist the tenant in vacating the residential property.
4. The landlord's counsel will provide the tenant with a trust cheque within the next 14 days.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the tenant's favour in the amount of \$1,500.00.

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 15, 2020

Residential Tenancy Branch