



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1875 Yew Street Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNL-4M, FFT, MNDCT**

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a *Four Month Notice to End Tenancy for Demolition, Renovation or Conversion to Another Use* ("4 Month Notice").

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The hearing commenced on May 12, 2020 and was adjourned to today's date. An Interim Decision was issued on May 12, 2020 and should be read in conjunction with this decision.

At the outset of the reconvened hearing, the parties raised to my attention that the parties had reached a settlement agreement in resolution of this matter and requested that I make the terms binding and provide the landlord with an Order of Possession.

The landlord's agent had uploaded a copy of a signed Mutual Agreement to End Tenancy and copies of email exchanges between the landlord's agent and the tenant's legal counsel as the foundation for the parties' agreement and I facilitated agreement between the parties with respect to finer details that have been incorporated into their agreement.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

During the hearing, the parties agreed to the following terms in resolution of this dispute:

1. The tenancy shall end on or before 4:00 p.m. on July 31, 2020 as reflected in the Mutual Agreement to End Tenancy signed by the parties on June 16, 2020.
2. On this date of June 19, 2020, the landlord shall pay to the tenant the sum of \$1,000.00 for moving expenses by sliding a cheque under the door of the rental unit.
3. Conditional upon the tenant giving the landlord vacant possession of the rental unit on or before July 31, 2020 the landlord will pay the tenant compensation in the amount of \$18,000.00. In the event the tenant returns vacant possession of the rental unit to the landlord before July 31, 2020 the landlord shall pay the tenant the compensation on the date vacant possession is returned to the landlord. The tenant shall give the landlord's agent, referred to by initials RW, three days of advance notice of the day she intends to return vacant possession by sending an email to RW.
4. The tenant is entitled to the Right of First Refusal and to return to the building upon completion of all renovations and repairs at "market rent" minus 20% as per the City of Vancouver policy.
5. The tenant agrees that an Order of Possession, in favour of the landlord, will be granted at the Dispute Resolution Hearing of June 19, 2020 entitling the landlord to regain vacant possession of the rental unit as of 4:00 p.m. on July 31, 2020.
6. The tenant agrees that these terms will be incorporated into a settlement agreement at the Dispute Resolution Hearing set for June 19, 2020 and are to be a full and final settlement of all disputes regarding this tenancy and any pending Dispute Resolution Applications will be withdrawn. The tenant's legal counsel confirms that an Amendment to this Application for Dispute Resolution has been abandoned.
7. The tenant shall not discuss or disclose the terms of this settlement agreement with anyone, except her legal counsel.
8. The tenant is allowed to remove the stove, fridge, bathroom sink, faucets and light fixtures that are in the rental unit. The tenant must ensure the appropriate water and electrical connections are disconnected or turned off to prevent water damage or fire hazards and the tenant shall be responsible for any damage to the rental unit or residential property from the removal of these items by her or the persons she engages to remove these items.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the parties' agreement, I provide the landlord with an Order of Possession effective at 4:00 p.m. on July 31, 2020.

Conclusion

The parties reached a settlement agreement in resolution of this matter. I have recorded the terms of settlement in this decision and I have made the terms an order of mine to be binding upon both parties. In recognition of the settlement agreement, I provide the landlord with an Order of Possession effective at 4:00 p.m. on July 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: June 19, 2020

Residential Tenancy Branch