



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on June 4, 2020. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a 2 - Month Notice to End Tenancy for Landlord's Use of the Property (the "Notice");

The Landlord's Agents and the Tenant both attended the hearing. All parties provided testimony.

### Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties made an agreement with respect to setting aside the Notice that was issued. The terms are laid out below.

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.

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 Tenant understands that she lives in a subsidized rental unit, and that her continued occupancy of the unit is a term and condition of remaining in the unit, and being subsidized. Both parties acknowledge that the Tenant suffered a home invasion in September of 2019, and has PTSD as a result, which she is getting help for. The Tenant is hoping she will be mentally ready to move back into the unit after she has obtained some counselling over the next month or two.
- The Landlord has entered into this settlement agreement to provide the Tenant a chance to seek counselling, prior to moving back into the unit.
- The Tenant has until August 31, 2020, to either move back into the rental unit, or forfeit her rental unit and end the tenancy.
- If the Tenant does not move back into the unit, full time, by August 31, 2020, the Landlord may serve and enforce this order of possession, effective 2 days after it is served on the Tenant.
- The Tenant understands that she is required to live in the unit full time and as a result, she and the Landlord have agreed to the following additional term:
  - After the Tenant moves back into the unit, she is required to live in the unit, continuously and full time, for a period of at least one month.
  - If the Tenant does not, the Landlord may serve and enforce the attached 2 day order of possession.
- The parties agreed to this additional term to provide the Tenant a chance to move back in, see if she can mentally sustain living there again, due to the trauma she endured while living there.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.
- The parties agree that the Notice is set aside, and is of no force or effect.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

To give effect to the settlement reached by the parties, I also grant the Landlord a conditional Order of Possession effective 2 days after it is served on the Tenant, should she fail to meet the terms laid out above.

### Conclusion

In support of the agreement described above, the Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the

order with the Supreme Court of British Columbia and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of this agreement.

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 04, 2020

---

Residential Tenancy Branch