



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding City of Vancouver
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M-MT, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on June 30, 2020 (the “Application”). The Tenant applied as follows:

- To dispute a Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use dated February 25, 2020 (the “Notice”);
- For more time to file the dispute; and
- For reimbursement for the filing fee.

The Tenant appeared at the hearing with G.A. for support. The Agent appeared for the Landlord. I explained the hearing process to the parties. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision.

If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Notice is valid and the tenancy is ending pursuant to the Notice and this settlement agreement.
2. The tenancy will end, and the Tenant will vacate the rental unit, no later than 1:00 p.m. on August 04, 2020.
3. Upon vacating, the Tenant can leave the furniture that was present in the three sleeping units in the basement when the Tenant took over these units as part of the rental unit.
4. The Tenant withdraws the request for reimbursement for the filing fee.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

All rights and obligations of the Landlord and Tenant under the tenancy agreement will continue until 1:00 p.m. on August 04, 2020 unless addressed above.

I noted during the hearing that the Notice involves compensation requirements under section 51 of the *Act*.

The Landlord is issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on August 04, 2020. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with

this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: July 28, 2020

Residential Tenancy Branch