



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, MNSD, FF

### Introduction

On July 13, 2020, the Landlord submitted an Application for Dispute Resolution requesting an order of possession for the rental unit; a monetary order for unpaid rent; and to keep all or part of the security deposit and or pet damage deposit.

The matter was set for a conference call hearing. The Landlord and Tenant attended the conference call hearing.

The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

### Preliminary and Procedural Matters

The Landlord provided a copy of a One Month Notice to End Tenancy for Cause. The One Month Notice is signed but not dated. At the start of the hearing the Landlord was asked to confirm whether or not the One Month notice is dated. The Landlord confirmed that the Landlords copy of the Notice is not dated.

The Tenant testified that the copy of the One Month Notice he received is not dated.

Section 52 of the Act provides that in order to be effective a notice to end tenancy must be signed and dated by the Landlord giving the notice.

The Landlord was informed that I find the notice is not an effective notice to end tenancy. The Notice is set aside. The remainder of the Landlords application could not proceed because the Landlord is required to give a payment plan to the Tenant for rent that was not paid during the covid emergency.

### Settlement Agreement

At the start of the hearing, the parties agreed to settle this dispute, on the following conditions:

- The parties agreed that the tenancy will end on **October 31, 2020**.
- The parties agreed that the Landlord is granted an order of possession effective **October 31, 2020, at 1:00 p.m.** For enforcement, the Landlord must serve the Tenant with the order of possession.
- The parties agreed that the Tenant may move out of the rental unit prior to the end of the tenancy and will only be required to pay pro-rated rent for the days he has occupied the rental unit.
- The Tenant understands that he is required to pay the rent when it is due under the tenancy agreement.

The Landlord and Tenant were informed that the Landlord is required to give the Tenant a repayment plan for affected rent that was not paid for the period of April 1 to August 1, 2020. Information on the requirements of a payment plan is available on the Residential Tenancy Branch website and policy guideline #52 named Repayment Plans and Related Measures.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Since the Landlords original application based on a One Month Notice To End Tenancy For Cause was not successful, I decline to award the Landlord the cost of the filing fee.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective October 31, 2020, at 1:00 p.m. For enforcement, this order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: August 20, 2020

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Residential Tenancy Branch