



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFT, CNC, OLC, MNDCT, LRE, LAT, OT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on July 15, 2020 (the “Application”). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause (the “Notice”);
- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement;
- For compensation for monetary loss or other money owed;
- To suspend or set conditions on the Landlord's right to enter the rental unit;
- For authorization to change the locks to the rental unit; and
- For reimbursement for the filing fee.

The Landlord appeared at the hearing. S.P. appeared at the hearing to assist the Tenant. The Tenant did not appear until eight minutes into the hearing. The Tenant said he was going to call a Witness and this individual was outside the room until required. I did not hear from the Witness given the parties came to a settlement agreement.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Pursuant to rule 2.3 of the Rules of Procedure (the “Rules”), I told the Tenant at the outset that I would deal with the dispute of the Notice and request for the filing fee and dismiss the remaining requests as they are not sufficiently related to the dispute of the Notice. The remaining requests are dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Residential Tenancy Act* (the “Act”).

The Landlord submitted evidence prior to the hearing. The Tenant did not. I addressed service of the hearing package and Landlord's evidence and no issues arose.

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

Prior to the Tenant calling into the hearing, the Landlord advised that the Tenant had vacated the rental unit. At the outset of the hearing, the Tenant advised that he intended to vacate the rental unit by the end of the weekend. Given this, I raised the possibility of settlement pursuant to section 63(1) of 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 and it 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. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

During the settlement discussions, the parties raised other issues that they did not agree on. I told the parties I would not deal with these issues as the only issues before me in the Application were the dispute of the Notice and request for reimbursement for the filing fee.

#### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end and the Tenant and all occupants will vacate the rental unit no later than 4:00 p.m. on Sunday, August 23, 2020.
2. The Notice dated July 01, 2020 is cancelled.

3. All rights and obligations of the parties under the tenancy agreement will continue until the tenancy ends at 4:00 p.m. on Sunday, August 23, 2020.
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.

The Landlord is issued an Order of Possession for the rental unit which is effective at 4:00 p.m. on August 23, 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: August 24, 2020

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Residential Tenancy Branch