



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, PSF, OLC, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on September 2, 2020 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") dated September 1, 2020.
- an order that the Landlord provide a service or facility;
- an order that the Landlord comply with the Act; and
- an order granting the return of the filing fee.

The Tenant's Advocate G.R. and the Landlord's Agent R.D. attended the hearing at the appointed date and time. The opportunity for settlement was discussed with the parties during the hearing. During the hearing, the parties agreed to settle this matter, on the following conditions:

### Settlement Agreement

1. The Landlord agrees to cancel the Two Month Notice dated September 1, 2020.
2. The parties agreed that the tenancy will end on April 1, 2021 at 1:00 PM.
3. The parties agree that the Landlord will be provided with an order of Possession effective at 1:00 PM on April 1, 2021.
4. The parties agree that the Tenant will be provided compensation in the amount of \$900.00 on or before the end of the tenancy based on the mutual agreement to end the tenancy.
5. The parties agree that the Tenant is permitted to end the tenancy earlier than the effective date of the Order of Possession with at least 10 days written Notice provided to the Landlord.
6. The Tenant agrees that they do not require a key to the mailbox.
7. The parties agree that the rent will be reduced by \$30.00 each month commencing on November 1, 2020.

8. The parties agree that the Tenant will be compensated \$200.00 retroactively which may be deducted from the November 1, 2020 rent.
9. The Tenant agrees that the Landlord is permitted to terminate the parking service which had been part of the tenancy agreement.
10. The parties agree that the rent will be reduced by a further \$100.00 each month commencing on November 1, 2020.
11. The parties agree that the Tenant is to only contact the Landlord for emergency situations. The parties agree that the Tenant will forward all other communications related to the tenancy through the Tenant's Advocate G.R..
12. The parties agree that the Landlord will compensate the Tenant \$100.00 for the filing fee paid to make the Application, which can be deducted from November 1, 2020 rent.
13. The Tenant agrees to withdraw their Application in full in satisfaction of the mutual agreement reached between the parties.

This settlement agreement was reached in accordance with section 63 of the *Act*.

#### 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 at 1:00 PM on April 1, 2021. This order must be served on the Tenant as soon as possible, and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The Tenant is required to pay rent to the Landlord for November 2020 in the amount of \$470.00 which includes the compensation and rent reductions outlined above. The Tenant is to pay rent to the Landlord in the amount of \$770.00 each month thereafter.

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: October 26, 2020

---

Residential Tenancy Branch