



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated September 31, 2020 ("1 Month Notice"), pursuant to section 47; and
- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated September 30, 2020 ("2 Month Notice"), pursuant to section 49.

The landlord, the tenant and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant confirmed that her advocate had permission to speak on the tenant's behalf. This hearing lasted approximately 54 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant stated that she did not receive the landlord's evidence. The landlord claimed that she did not serve her evidence to the tenant. As both parties settled this application and I was not required to make a decision or consider the evidence, I decline to make any findings regarding service of the landlord's evidence to the tenant.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 31, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the tenant is permitted to vacate the rental unit earlier than July 31, 2021, and the tenant agreed to provide notice to the landlord of when she will vacate, as soon as possible;
3. The tenant agreed to put all garbage, including food, into sealed containers at the rental unit;
4. The landlord agreed that the tenant is permitted to clean and seal the windows at the rental unit;
5. The tenant agreed to take care of weeping and water condensation on the windows at the rental unit;
6. The tenant agreed to clean the rental unit in order to prevent mold;
7. The landlord agreed that her 1 Month Notice, dated September 31, 2020, and 2 Month Notice, dated September 30, 2020, are cancelled and of no force or effect;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties, I issue the attached Order of Possession effective at 1:00 p.m. on July 31, 2021, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice, dated September 31, 2020, and 2 Month Notice, dated September 30, 2020, are cancelled and of no force or effect.

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: November 03, 2020

Residential Tenancy Branch