



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE CORPORATION OF THE TOWNSHIP OF  
LANGLEY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL-4M

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the Residential Tenancy Act (the “Act”) to cancel Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of the Rental Unit (the “Notice”) issued September 28, 2020. The matter was set for a conference call

Both the Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the Notice issued on September 28, 2020, be cancelled pursuant to section 49 of the *Act*?
- If not, Is the Landlord entitled to an order of possession pursuant to section 55 of the *Act*?

### Background and Evidence

The parties agreed that the Tenant was served with the Notice on September 28, 2020, by personal service. The Notice explains that the Tenant had ten days to dispute the Notice. The Tenant filed to dispute the notice on October 23, 2020.

During the hearing, both parties expressed a desire to enter into a mutual agreement to resolve this dispute.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Landlord agreed that they would give the Tenant an additional month to move out of the rental unit, extending the effective date of their Notice to March 31, 2021, at 11:59 p.m.
2. The Tenant agreed to move out of the rental in accordance with the extended date of this Notice, no later than 11:59 p.m. on March 31, 2021.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as the full and final settlement of this matter.

### Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, I grant a **Conditional Order of Possession** to the Landlord with an effective date of **March 31, 2021**; this order is only to be served on the Tenant if the Tenant does not move-out in accordance with this agreement.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement, as outlined in this decision.

I grant a conditional **Order of Possession** to the Landlord to be served on the condition that the Tenant does not comply with the first term of the settlement agreement. If this occurs, the Order of Possession must be served upon the Tenant and **will be effective** not later than 11:59 p.m. on **March 31, 2021**. 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.

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: January 8, 2021

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Residential Tenancy Branch