



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Crossroads Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL, CNC

Introduction

This was a cross application hearing that dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the One Month Notice to End Tenancy, pursuant to section 47.

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

- an Order of Possession for Cause, pursuant to sections 47 and 55; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The tenant, the tenant's advocate, the owner of the subject rental property, the resident manager and the landlord's maintenance person attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue – Amendment

The tenant's application for dispute resolution listed the resident manager as the landlord. Pursuant to section 64 of the *Act*, I amend the tenant's application to state the correct landlord.

Analysis

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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, 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:

1. The landlord agrees to cancel the One Month Notice to End Tenancy for Cause dated October 28, 2020.
2. The tenant agrees to vacate the subject rental property once a one-bedroom ground floor suite in either of the landlord's two properties becomes available.
3. The landlord agrees to provide the tenant with at least three weeks' notice to move into the first available one-bedroom ground floor suite.
4. The tenant agrees to move into the first available one-bedroom ground floor suite.
5. The tenant agrees to enter into a new month to month tenancy agreement for the first available one-bedroom ground floor suite at a rental rate of \$900.00 per month.
6. If the tenant does not comply with the terms of this settlement agreement, the landlord is entitled to an Order of Possession for the subject rental property.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

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 19, 2021

Residential Tenancy Branch