



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, CNC, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on October 12, 2020, wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause, issued on September 28, 2020 (the "Notice") an Order that the Landlords comply with the *Residential Tenancy Act*, as well as recovery of the filing fee.

The hearing of the Tenant's Application was scheduled for teleconference on January 5, 2021 and was adjourned to January 15, 2021. This Decision must be read in conjunction with my Interim Decision of January 5, 2021.

Both parties called into the hearings. On January 5, 2021, the hearing process was explained and the parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

At the outset of the hearing on January 15, 2021 the parties confirmed they had resolved matters by mutual agreement. The terms of their agreement are recorded in this my Decision and Orders pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative positions.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The terms of their settlement follow.

1. The tenancy shall end, and the Tenant shall vacate the rental unit by no later than **12:00 noon on January 31, 2021**.
2. In furtherance of this agreement, the Landlords are granted an Order of Possession effective **12:00 noon on January 31, 2021**. Should the Tenant not vacate the rental unit as agreed, the Landlords must serve the Order on the Tenant and may if necessary, file and enforce the Order in the B.C. Supreme Court.
3. The parties agree that the Tenant is entitled to the sum of \$5,000.00. \$800.00 was paid on January 11, 2021 such that the sum of \$4,200.00 is to be paid. The Landlords shall pay the \$4,200.00 balance to the Tenant at **12:00 noon on January 31, 2021**.
4. In furtherance of this agreement, the Tenant is granted a Monetary Order in the amount of **\$4,200.00**. Should the Landlords not pay the \$4,200.00 on January 31, 2021 as agreed, the Tenant shall serve the Monetary Order on the Landlords and may, if necessary, file and enforce the Order in the B.C. Provincial Court (Small Claims Division).
5. The above settlement represents a full and final settlement of all claims arising from the tenancy, including but not limited to any claim the Tenant may have under section 51 of the *Residential Tenancy Act*.

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 15, 2021

Residential Tenancy Branch