



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, CNL-4MN

Introduction

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

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- cancellation of the landlord's 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, dated September 24, 2020 ("4 Month Notice"), pursuant to section 49.

The landlord, the landlord's lawyer, 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. This hearing lasted approximately 20 minutes.

The landlord stated that his lawyer had permission to speak on his behalf at this hearing. The tenant confirmed that her advocate had permission to speak on her behalf at this hearing.

The landlord's lawyer confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant's advocate confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

The tenant confirmed receipt of the landlord's 4 Month Notice. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 4 Month Notice.

Both parties agreed that the effective date on the 4 Month Notice is January 31, 2021. Both parties agreed that the two reasons indicated on the 4 Month Notice are:

- *Perform renovations or repairs that are so extensive that the rental unit must be vacant.*
- *Convert the rental unit for use by a caretaker, manager or superintendent of the residential property.*

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 June 1, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 4 Month Notice, dated September 24, 2020, for the two reasons indicated above on the notice;
 - a. During the hearing, the landlord affirmed that he understood the 12-month rent monetary penalty of not fulfilling the above two reasons on the 4 Month Notice, as per section 51 of the *Act*;
3. The landlord agreed that the tenant is entitled to vacate the rental unit earlier than June 1, 2021, and both parties agreed that the tenant will provide at least 15 days' notice to the landlord by way of text message;
4. The landlord agreed to return the tenant's January 2021 rent of \$744.05 to the tenant by January 11, 2021, by way of e-transfer;
5. The landlord agreed that the tenant is not required to pay any rent to the landlord from January to May 2021, inclusive;

6. The landlord agreed to return the tenant's unused pro-rated rent between February and May 2021, to the tenant if she vacates the rental unit prior to June 1, 2021;
7. Both parties agreed that the tenant's security deposit of \$350.00 and pet damage deposit of \$350.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
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.

During the hearing, the tenant stated that she did not want a monetary order for the return of her January 2021 rent of \$744.05 from the landlord. Accordingly, I have not issued a monetary order to the tenant.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 1, 2021. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 1, 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.

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

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 11, 2021

Residential Tenancy Branch