



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT CNL-4M OT

Introduction

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

- cancellation of the landlord's Four Month Notice to End Tenancy for Demolition, Renovation, Repair, or Conversion of Rental Unit (the "**Notice**") pursuant to section 49;
- other, unspecified, relief; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

All parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant was represented by counsel ("**DK**").

Settlement

Pursuant to section 63 of the Act, an 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 tenant will vacate the rental unit on or before February 28, 2021 at 1:00 pm.
2. The tenant will pay February rent per the tenancy agreement. If the tenant vacates the rental unit on or before February 28, 2021 at 1:00 pm, the landlords will return this amount to the tenant. If the tenant does not, the landlords may retain this amount, and the tenant waives his right to one month's rent compensation pursuant to section 51(1) of the Act.
3. The tenant will not accept the landlords' e-transfer of \$1,150 made in early January 2021. The landlords will retract this e-transfer as soon as possible.
4. The tenant reserves his right to make an application pursuant to section 51(2) of the Act for an amount equal to 12 months' rent. For added clarity, the parties agree that the stated purpose for the issuance of the Notice is to use the rental

unit as either a “bed and breakfast” or a vacant “flex” space for the landlords’ use.

5. The tenant will provide the landlords access to the rear of the rental unit and will ensure that a path wide enough to use a wheelbarrow is cleared from the rear of the rental unit to the rental unit’s parking lot.

These particulars comprise the full and final settlement of all aspects of this dispute. The 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 between.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord on or before February 28, 2021 by 1:00 pm.

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 21, 2021

Residential Tenancy Branch