



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, FFT

### Introduction

This hearing dealt with the adjourned Application for Dispute Resolution filed by the Tenant on October 9, 2020. The Tenant applied to cancel a One-Month Notice to End Tenancy for Cause (the “Notice”) issued on September 30, 2020, for an order for the Landlord to comply with the *Act*, and for the return of their filing fee. 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 Tenant and the Landlord were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony 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 30, 2020, be cancelled pursuant to section 47 of the *Act*?
- If not, Is the Landlord entitled to an order of possession pursuant to section 55 of the *Act*?
- Should the Landlord be ordered to comply with the *Act*?
- Is the Tenant entitled to recover the cost of the filing fee?

### Background and Evidence

During the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy.

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 Tenant will move out of the rental unit by April 1, 2021, at 1:00 p.m.
2. The Tenant will continue to pay rent as per their tenancy agreement until their tenancy has ended in accordance with this settlement agreement.

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 full and final settlement of this matter.

### Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, a conditional **Order of Possession** dated **April 1, 2021**, will be granted to the Landlord to be served should the Tenant not move out in accordance with this agreement. The Order of Possession will be effective two (2) days after service upon the Tenant.

### 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 after April 1, 2021, 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 two (2) days** after service. 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 26, 2021

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Residential Tenancy Branch