



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to comply with the Act pursuant to section 62;

The tenant KN attended and testified that MB was a co-tenant; the proceedings were amended accordingly to list both KN and MB as tenants. The tenant KN confirmed she is representing MB at the hearing. Both tenants are referenced herein as “the tenant”.

The landlord attended with the lawyer CL (“the landlord”). All parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained. The hearing lasted 93 minutes.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

- 1) The tenancy between the parties will end at one of the following dates by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord:
 - a) 1:00 PM on June 30, 2021, or
 - b) 1:00 PM on July 31, 2021.
- 2) The tenant shall inform the landlord by email before 1:00 PM on May 31, 2021 whether the tenant will vacate by June 30, 2021 or July 31, 2021 and the tenant will vacate by that date ("the vacancy date").
- 3) If the tenant vacates the unit on July 31, 2021, the tenant shall pay rent for the month of June 2021.
- 4) The tenant shall receive the last month's rent prior to the vacancy date without charge.
- 5) The tenant shall not be required to pay hydro from March 24, 2021 to the vacancy date.
- 6) The landlord forgives the one month rent owing by the tenant on this date in the amount of \$1,127.50 and the tenant shall not be required to compensate the landlord for that amount.
- 7) The issue of the return of any security deposit is to be dealt with by the parties at the end of the tenancy.
- 8) The landlord shall provide a positive letter of reference to the tenant by email before 5:00 PM on May 20, 2021 to support the tenant in obtaining other accommodations in a timely manner.
- 9) The landlord shall provide a Mutual Agreement to End Tenancy to the tenant by May 25, 2021 for the parties' review and signature reflecting the terms of this settlement agreement.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement,

the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

Conclusion

The application is settled on the above 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: May 18, 2021

Residential Tenancy Branch