



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling the notice to end tenancy - Section 49; and
2. An Order for the Landlord’s compliance - Section 62.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Tenant confirms that the order of compliance is in relation to the Landlord complying with the Act in serving a valid notice to end tenancy. During the hearing the Parties reached a settlement agreement. 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.

Agreed Facts

The tenancy began June 1, 2019. Rent of \$550.00 is payable on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit of \$275.00. The Landlord served the Tenant with a one-month notice to end tenancy for landlord’s use dated February 5, 2021 (the “Notice”). The effective date of the Notice is April 30, 2021.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The effective date of the Notice is extended to June 30, 2021;**
- 2. The Tenant will move out of the unit no later than 1:00 p.m. on June 30, 2021; and**

3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement I grant the Landlord an order of possession effective 1:00 p.m. on June 30, 2021. I clarify to the Parties that the Landlord remains under the obligation to provide the Tenant with the equivalent of one month's rent on or before the end of the tenancy as required by virtue of having served the Notice on the Tenant.

Conclusion

The dispute has been settled.

I grant an Order of Possession to the Landlord effective 1:00 pm on June 30, 2021. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 21, 2021

Residential Tenancy Branch