



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, MNDCT

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

The tenant, R.S. attended the hearing via conference call and provided testimony. The tenant, P.J. did not attend and was not represented. The tenant, R.S. (the tenant) stated that P.J. was in the hospital and could not attend the hearing. The landlord attended the hearing with her agent, A.W. via conference call and provided testimony.

At the outset, both parties advised that they are in the middle of reaching an agreement to resolve this dispute.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on June 3, 2021, by which time the tenants will have vacated the rental unit.

The landlord agreed to withdraw the 1 Month Notice to End Tenancy for Cause dated March 27, 2021.

The tenants agreed to cancel the application for dispute.

The landlord agreed to pay to the tenant \$850.00 for the security deposit on her new tenancy. Both parties confirmed that this payment was already made.

The landlord agreed to pay for the tenant, R.S.'s moving costs on June 2, 2021.

The tenants agreed to pay to the landlord \$1,100.00 (equal to ½ of the \$2,200.00 strata fines), which both parties agreed constituted a final and binding resolution of all monetary issues under dispute in both of their applications for dispute resolution. Both parties agreed that the tenant may make \$50.00 monthly payments directly to the named landlord by the 1st day of each month.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

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.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on June 3, 2021. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary order in the landlords favour in the amount of \$1,100.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant(s) do not abide by the terms of the above settlement. The landlord is provided with this order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with these Orders, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

As the tenancy has not yet ended both parties are bound by the provisions of the Act with respect to the return of any security deposit or pet damage deposit that is held by the landlord(s).

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: June 01, 2021

Residential Tenancy Branch