



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated February 20, 2021 (2 Month Notice), for a monetary claim of \$6,961.49 related to flooding in the rental unit, for regular repairs to the unit, site or property, for a rent reduction, for the cost of emergency repairs, and for money owing or compensation for damage or loss under the Act. The filing fee was waived for this application.

The tenant, the landlord and a support person for the landlord, WG (support) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

As both parties confirmed having been served with documentary evidence from the other party and had the opportunity to review that evidence, I find the parties were sufficiently served in accordance with the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance

Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Can the monetary claim be resolved by way of a mutually settled agreement under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that the tenant will be compensated by the landlord in the amount of **\$7,128.71** no later than **July 1, 2021 at 1:00 p.m. Pacific Standard Time (PST)**. The parties agree that the landlord will pay the tenant via certified cheque.
2. The parties agree that the landlord will be granted an order of possession **effective July 31, 2021 at 6:00 p.m. PST, which will be of no force or effect if the landlord fails to comply with #1 above.**
3. The parties agree that no rent will be paid by the tenant for July 2021 as the compensation for the landlord having served a 2 Month Notice under the Act.
4. The tenant agrees to not file a claim against the landlord regarding flooding or mould if the landlord complies with #1 above.
5. The tenant withdraws their application as part of this mutually settled agreement.
6. If the landlord fails to comply with #1 above, the tenancy shall continue until ended in accordance with the Act.
7. If the landlord complies with #1 above, and the tenant is paid in full, the tenancy shall end on July 31, 2021 at 6:00 p.m.
8. The parties agree that the tenant will ensure that all unpaid utilities are settled with the landlord prior to vacating the rental unit.
9. The parties agree that the landlord will permit the tenant to vacate earlier than July 31, 2021 if the tenant can secure a new rental unit before that date.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I ORDER the parties to comply with the terms of their settled agreement, pursuant to section 63 of the Act.

The landlord has been granted an order of possession effective July 31, 2021 at 6:00 p.m., which will be of no force or effect if the landlord fails to comply with #1 above. Should the landlord comply with #1 and require enforcement of this order, it must be first served on the tenant by the landlord and may be filed in the Supreme Court and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act.

This decision will be emailed to both parties. The order of possession will be emailed to the landlord only for service on the tenant.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 21, 2021

Residential Tenancy Branch