



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding posAbilities Association of British
Columbia and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **LL: OPC, MNDL-S, FFL**
 TT: CNC-MT

Introduction

This hearing dealt with applications from both the landlord and tenants pursuant to the *Residential Tenancy Act* (the “*Act*”).

The corporate landlord applied for:

- An order of possession pursuant to section 55;
- A monetary award for damages and loss pursuant to section 67; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant named the personal landlord in their application for:

- more time to make an application to cancel the landlord’s 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) pursuant to section 66; and
- cancellation of the landlord’s 1 Month Notice pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by their agents.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. This tenancy will end on 12:00 pm September 30, 2021, by which time the tenant and any other occupants will have vacated the rental unit.
2. The parties agree that this tenancy will end by way of this settlement agreement. The 1 Month Notice of February 25, 2021 is cancelled and of no force or effect.
3. The tenancy will continue in accordance with the current tenancy agreement and in accordance with the Act and regulations until it is ended pursuant to this agreement.
4. The landlord is authorized to retain the full security deposit of \$572.00 for this tenancy.
5. Any repairs or work performed on the rental unit by the tenant or their agents prior to the end of the tenancy will be done in consultation with, and with the express approval of, the landlord.
6. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of both applications at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenants by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 12:00 p.m. on September 30, 2021. 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: July 8, 2021

Residential Tenancy Branch