



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Welbec Quesnel LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC, FFT**

Introduction

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

- Cancellation of a Two Month Notice to End Tenancy for Landlord's use ("Two Month Notice") pursuant to section 49;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

KG and PK attended for the landlords ("the landlord". The tenant attended. All parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 17 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. This settlement agreement was reached in accordance with section 63.

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 1:00 PM on July 31, 31, 2021, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The parties agreed the tenant owed \$1,076.00 in outstanding rent and a Monetary Order shall be issued in this amount.
- 3) The parties agreed the outstanding rent shall be paid to the landlord as follows:
 - a) \$700.00 shall be paid by the tenant and received by the landlord by 5:00 PM on July 23, 2021.
 - b) The balance of \$376.00 shall be paid by the tenant and received by the landlord by 5:00 PM on August 6, 2021.
 - c) Payments made by the tenant shall be applied to the balance owing.
- 4) A condition inspection shall be conducted when the tenant vacates the unit and the disposition of the security deposit shall be dealt with by the parties at that time.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession effective 1:00 PM on July 31, 2021.
2. Monetary Order requiring the tenant to pay \$1,076.00 to the landlord.

Each party stated they understood and agreed to the terms of this settlement.

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.

Should the tenant fail to comply with these Orders, the Orders may be filed and enforced as an Order of the Courts of British Columbia.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed 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: July 20, 2021

Residential Tenancy Branch