



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, OLC, CNC**

Introduction

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

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46;
- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to comply with the *Act* pursuant to section 62;

The parties attended. The tenant explained that he is hearing impaired, and ML attended to assist him. ML assisted the tenant throughout the hearing. No issues of service were raised. I find the Applicant served the Respondent as required under the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 65 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

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 August 31, 2021, by which time the tenant and any other occupant will return vacant possession of the rental unit to the landlord.
2. The issue of the security deposit will be dealt with by the parties when the tenant vacates.
3. The landlord shall allow the tenant to use the laundry facilities in the building until the tenancy ends provided that **only** the tenant's personal laundry is cleaned.

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

1. Order of Possession pursuant to section 55(2)(d) of the *Act*.

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 this Order, the Order may be filed and enforced as Orders 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.

Conclusion

Pursuant to the above settlement terms, I grant the landlord an Order of Possession effective 1:00 PM on August 31, 2021. This Order must be served on the tenant.

If the tenant fails to comply with this Order of Possession, the Order may be filed and enforced in the Courts of the Province 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: August 13, 2021

Residential Tenancy Branch