



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 3292365 NOVA SCOTIA LIMITED  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      **FFT, CNL, OLC, MNDCT, CNC, CNR (Primary); OPC, FFL**

### 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;
- 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 comply with the Act pursuant to section 62;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

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

- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;

- Authorization to recover the filing fee for this application pursuant to section 72.

DS and BJS attended on behalf of all tenants ("the tenant"). The agent AG attended for the landlords ("the landlord").

The parties were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

Before the conclusion of this 94-minute 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.

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 December 15, 2021, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The tenant is not required to pay rent for the last month of occupancy.
3. The landlord shall pay the sum of \$15,000.00 to the tenant to be received by the tenant by 1:00 PM PST on November 15, 2021.

4. On December 15, 2021, as soon as the tenant has vacated the unit, the landlord shall return to the tenant the security deposit and the pet deposit in the total amount of \$2,750.00.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application. Accordingly, each party withdrew their respective claims without leave to reapply.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following orders:

1. I issue to the landlord an Order of Possession dated 1:00 PM on December 15, 2021 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.
2. As the landlord has promised to pay the tenant the sum of \$15,000.00 to be received by the tenant by 1:00 PM PST on November 15, 2021, I issue to the tenant a Monetary Order in those terms.

### Conclusion

I issue to the landlord an Order of Possession dated 1:00 PM on December 15, 2021 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue to the tenant a Monetary Order stating that the landlord shall pay the tenant the sum of \$15,000.00 to be received by the tenant by 1:00 PM PST on November 15, 2021. This Order may be filed and enforced as an Order of 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: October 05, 2021

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Residential Tenancy Branch