



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **DRI, FFT (primary), CNL-4M, FFT (secondary)**

Introduction

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

- An order to dispute a rental increase pursuant to section 41;
- Cancellation of a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit ("Four Month Notice") pursuant to section 49;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The parties attended and 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 74-minute hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their disputes.

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 April 30, 2021, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The tenant may vacate the unit before April 30, 2020 upon the provision of 30 days notice to the landlord; the tenant shall pay rent prorated to the date of vacancy.
3. The tenant may deduct \$193.00 from the rent due November 1, 2021 for previous overpayment of rent.
4. The issue of the return of the security deposit shall be dealt with by the parties when the tenant moves out.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of these applications. Accordingly, the tenant's claims are dismissed without leave to reapply. The landlord withdrew the Four Month Notice.

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 order:

1. I issue to the landlord an Order of Possession dated 1:00 PM on April 30, 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.

Conclusion

These applications are settled on the above terms.

To give effect to the settlement, 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.

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 15, 2021

Residential Tenancy Branch