



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC CNC FFT

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- the cancellation of the landlord's One Month Notice to End Tenancy for Cause (the "**Notice**") pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing. The landlord was represented at the hearing by counsel ("**NS**") and an articulated student ("**NU**"). All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Matter – Identity of Landlord

On the application, the tenant named a law firm as the landlord. NS stated that the law firm was not properly a party to this application, and that its client ("**SG**", full name on the cover of this decision), who owns the residential property and with whom the tenant alleges to have an oral tenancy agreement, should be named the landlord respondent. The tenant agreed. As such, I order that the application be amended to remove the law firm as a respondent to this application and replace it with SG.

Settlement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, 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 and, subject to the exceptions stated below, other issues relating to the tenancy:

1. The tenant will vacate the rental unit on or before February 15, 2022.

2. The landlord will conduct and move out condition inspection with the tenant no later than February 22, 2022 (the “**Inspection**”).
3. The landlord must advise the tenant by email of the date the Inspection will occur no later than February 14, 2022.
4. After the Inspection has been conducted, the landlord may dispose of any personal property left on the residential property by the tenant, without notice to the tenant.
5. The parties agree that this agreement resolves all past, current, or future disputes between the parties relating to the residential property or the tenancy except for:
 - a. The landlord’s claim against the tenant for compensation related to damage to the residential property caused by the tenant; and
 - b. The landlord’s claim against the tenant for compensation related to damage suffered by the landlord caused by the tenant’s removal of the landlord’s personal property from the rental unit.
6. By no later than December 10th, 2021, the tenant may create and provide the landlord with a video (or series of videos) documenting the current condition of the rental unit and residential property.

This comprises the full and final settlement of all aspects of this dispute and all future disputes relating to this tenancy between the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this and all future disputes (with the exception of those issues listed above) relating to the tenancy between them.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on February 15, 2022.

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: November 26, 2021

Residential Tenancy Branch