



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, MNDCT, FFT**

Introduction

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

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- 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.

The tenants attended (“the tenant”). The landlord 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.

All participants stated they were not recording the hearing.

All parties confirmed the email addresses to which the Decision shall be sent.

Before the conclusion of this 57-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 tenant shall vacate the unit by 1:00 PM on February 28, 2022.
2. The tenant may vacate the unit earlier than February 28, 2022 upon provision of one month's notice in writing to the landlord.
3. The landlord shall transfer BC Hydro and Fortis accounts ("the utilities) from the tenant to the landlord by 1:00 PM December 1, 2021.
4. The parties agreed that effective December 1, 2021, the tenant shall pay monthly rent to the landlord of \$1,155.00.
5. The landlord shall pay all utilities effective December 1, 2021 and shall not request any compensation from the tenant effective after that date.
6. The parties acknowledge that the utilities currently outstanding for the two months of October and November 2021 are to be paid by the tenant to a maximum of \$100.00 and the balance shall be paid by the landlord by December 1, 2021.
7. The landlord shall reimburse the tenant their security deposit of \$525.00 forthwith; to effect reimbursement, the tenant may deduct this amount from the rent payable by the tenant on December 1, 2021. For greater clarity, the tenant shall pay \$630.00 to the landlord for rent on December 1, 2021 being the rent due less the refund of the security deposit.
8. The landlord agreed to make no claim for damages or compensation to which the landlord may be entitled under the tenancy agreement or the *Act* upon the tenant vacating the unit as set out in this agreement.

In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on February 28, 2022 and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

This Order must be read in conjunction with the above settlement agreement and **the Landlord must not seek to enforce this Order** on the tenant unless the tenant fails to meet the conditions of this agreement.

The settlement was fully discussed by the parties in the hearing.

The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

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

This application is settled on the above terms. In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on February 28, 2022 and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

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 23, 2021

Residential Tenancy Branch