



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, 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;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The agents AR, PS and SS attended for the landlord (“the landlord”). The tenant attended. Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained. No issues of service were raised.

Recording

The parties were cautioned that recordings of the hearing were not permitted pursuant to Rule 6.11 of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of the requirement and further confirmed they were not making recordings of the hearing.

Delivery of Decision

Each party confirmed their email address to which a copy of the Decision will be sent.

Settlement

Before the conclusion of this 49-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 March 31, 2021 by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The tenant shall pay the outstanding rent of \$790.00 to the landlord to be received by them by 1:00 PM on January 7, 2022.
3. The parties shall conduct an inspection of the unit on January 15, 2022 at 1:00 PM and shall agree in writing on any repairs that the tenant shall carry out prior to the end of the tenancy.
4. Further to the tenancy agreement between the parties, the tenant shall pay the landlord the monthly rent of \$1,590.00 until the end of the tenancy.
5. The parties shall conduct a condition inspection at 1:00 PM on March 31, 2021 and shall complete a condition inspection report in the RTB form. The issue of the return of the security deposit shall be dealt with by the parties at that time.

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

1. Order of Possession effective 1:00 PM on December 31, 2021; *and*
2. Monetary Order in the amount of \$790.00.

The Order(s) must be read in conjunction with the above settlement agreement and **the landlord must not seek to enforce the Order of Possession** on the tenant unless the tenant fails to meet the conditions of this agreement.

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 parties fail to comply with these Orders, the Orders may be filed and enforced as an Order of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. 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.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

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

The Application for Dispute Resolution for settled on the above terms of settlement.

Pursuant to the above settlement, I issue the following Orders:

1. Order of Possession effective 1:00 PM on March 31, 2021; *and*
2. Monetary Order in the amount of \$790.00.

These Orders must be served. The Orders may be enforced in the Courts of the Province of BC.

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: January 06, 2022

Residential Tenancy Branch