



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PFR

Introduction

On November 30, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking vacant possession of the rental unit to perform renovations or repairs. The matter was set for a conference call.

The Landlord, the Landlord’s Legal Counsel (the Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to vacant possession of the rental unit to perform renovations or repairs?

Background and Evidence

During the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy. Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenant will move out of the rental unit no later than 1:00 p.m. on July 31, 2022.
2. The parties agree to compensation in the amount of four-months rent and that this compensation will be applied against the rent due under this tenancy agreement for the period between May 15, 2022, to July 14, 2022.
3. The Landlord and Tenant agree the security deposit that the Landlord holds for this tenancy will be applied to the rent for the period between July 15, 2022, and July 31, 2022.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, I grant a **Conditional Order of Possession** to the Landlord with an effective date of **July 31, 2022**; this order is only to be served on the Tenant if the Tenant does not move-out in accordance with this agreement.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant a conditional **Order of Possession** to the Landlord to be served on the condition that the Tenant does not comply with the first term of the settlement agreement. If this occurs, the Order of Possession must be served upon the Tenant and **will be effective** not later than 1:00 p.m. on **July 31, 2022**. Should the Tenant 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: January 13, 2022

Residential Tenancy Branch