



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VOTL Development Ltd and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FFT

Introduction

This hearing dealt with an application filed by the tenant pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a 2 Month Notice to End Tenancy for Landlord's Use pursuant to sections 49 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant attended the hearing and the landlord was represented at the hearing by one of its owners, VV. The landlord acknowledged service of the tenant's application for dispute resolution package and stated he had no dispute with timely service of documents.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules"). The parties were informed that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act. Both parties confirmed that they were not recording the hearing.

Preliminary Issue

The sole landlord named in the tenancy agreement is the corporate entity recorded on the cover page of this decision. The tenant had named one of the co-owners of the corporate entity in her application and pursuant to section 64(3)(c) of the Act, I have removed this person as he is not a party to the tenancy agreement and has no rights or obligations under it.

Background and Evidence

The parties agree that subsequent to the landlord serving the tenant with the notice to end tenancy, the rental unit suffered a flood on December 27, 2021. The rental unit and

several others in the building were rendered uninhabitable and as a result, the tenancy is deemed frustrated.

Settlement Reached

Pursuant to section 63 of the *Act*, the 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, 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 at this time:

1. The parties mutually agree to end this tenancy. The parties agree that this tenancy ended on December 27, 2021.
2. The tenants do not dispute the reasons for ending the tenancy as stated in the landlord's notice to end tenancy.
3. The tenant is entitled to the equivalent of one month's rent (\$1,083.00) plus her security deposit returned (\$500.00) and half the filing fee (\$50.00) for a total of \$1,633.00.
4. The tenant will have retrieved her belongings by March 07, 2022.
5. The tenant agrees to return the keys to the rental unit to the office administrator at the Holiday Inn by noon on March 07, 2022.
6. The landlord agrees to contact Fortis to have the gas bill taken out of the tenant's name.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the tenant's favour in the amount of \$1,633.00.

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on December 27, 2021, should the landlord be required to do so.

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: February 28, 2022