



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 tenants (“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.

This hearing is the second hearing between the parties and a continuation of the hearing which began on January 25, 2022.

A previous hearing was held on September 14, 2021 at which time the tenant did not attend. The tenant’s application was dismissed without leave to reapply and the landlord was granted an Order of Possession pursuant to section 55 of the *Act*

The tenant then brought an application for a Review Consideration of the previous Decision on the basis they were unable to attend the hearing because of lack of service. By Review Consideration Decision dated September 22, 2021, an Arbitrator order a new hearing.

Further to the Review Consideration Decision, the second hearing began on January 25, 2022 by teleconference at which all parties were present. As the hearing was

scheduled for one hour and continued past the allotted time, the Arbitrator adjourned the matter.

The Arbitrator submitted an Interim Decision dated January 26, 2022 in which the Arbitrator found that both parties were served under the Act.

In summary, this hearing is the second hearing between the parties and a continuation of the hearing which began on January 25, 2022.

Process

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

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 60-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 July 1, 2022 by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The tenant may move out of the unit prior to 1:00 PM on July 1, 2022 on provision of one month's notice in writing to the landlord.
3. *Inspection and Repairs*
 - 3.1. The parties shall select a licensed and insured professional by mutual agreement to conduct an inspection of the unit by March 15, 2022 at 5:00 PM to determine the repairs needed to the unit.
 - 3.2. A copy of the inspection shall be provided to both parties by email by March 17, 2022 at 5:00 PM.
 - 3.3. By March 31, 2022 at 5:00 PM, the parties shall agree in writing by exchange of email to those repairs listed in the inspection which are the responsibility of the tenant and which are not normal wear and tear;
 - 3.4. The tenant shall carry out the agreed upon repairs by April 30, 2022 at 5:00 PM and the tenant shall provide written confirmation by email to the landlord including photographs of the completed repairs.
4. The parties shall conduct a condition inspection at the end of the tenancy and shall complete a 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 July 1, 2022

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 the Order(s), they may be filed and enforced as Order(s) 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 July 1, 2022

The Order(s) must be served. The Order(s) 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: February 28, 2022

Residential Tenancy Branch