



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, CNC, OLC, FFT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- cancellation of the One Month Notice to End Tenancy for Cause (the One Month Notice), pursuant to section 47;
- cancellation of the Two Month Notice to End Tenancy for Landlord's Use (the Two Month Notice), issued pursuant to section 49;
- an order for the landlord to comply with the Act, the Residential Tenancy Regulation and/or tenancy agreement, under section 62; and
- an authorization to recover the filing fee for this application, under section 72.

Tenant MF, landlord ST, agent SM, buyers AB and VB and witnesses MG and AS attended the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand it is prohibited to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Preliminary Issue – Correction of the Landlord's Name

At the outset of the hearing landlord ST corrected the spelling of her first and last name.

Pursuant to section 64(3)(a) of the Act, I have amended the tenant's application.

Settlement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, 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 listed in this application for dispute resolution:

1. The tenant agrees to provide the landlord with vacant possession of the subject rental property by 1:00 P.M. on February 28, 2022.
2. The tenant will not pay rent due on February 15 and 28, 2022 for the month of February 2022, as compensation of section 51(1) of the Act.
3. The landlord will return the security deposit in the amount of \$1,500.00 to the tenant on the move out date, regardless of the rental unit's condition.
4. The landlord and MG will attend the move out inspection.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I issue an order of possession to the landlord, which is to take effect by 1:00 P.M. on February 28, 2022. The landlord is provided with this order in the above terms and must serve it on the tenant in accordance with the Act. If the tenant fails to comply with this Order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I grant the tenant a monetary order in the amount of \$1,500.00. The monetary order for the move out date payment may be served if the landlord defaults the move out date payment. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) to be enforced as an order of that Court.

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 02, 2022

Residential Tenancy Branch