



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, FFT; OPC, FFL**

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.

This hearing also dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The tenant attended with the lawyer SL. The landlord RY attended with the lawyer KC ("the landlord"). The witness MC attend with the lawyer AC.

All parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to the parties. The parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

I informed all participants that I could not provide legal advice to them. I notified them that they could hire lawyers to obtain legal advice. I acknowledged that a lawyer represented each person present. I informed them that they could consult the Act, Regulation, Policy Guidelines and Rules of Procedures on the RTB public website. I notified them that they could settle their tenancy issues privately or at an RTB hearing.

The parties confirmed the email addresses to which the Decision would be sent.

The parties confirmed they were not recording the hearing.

Settlement

The hearing started at 9:30 AM and concluded at 11:53 AM (2 hours and 24 minutes).

Before the conclusion of this 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. This settlement agreement was reached in accordance with section 63.

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 August 31, 2022, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The tenants shall pay rent for the months of May and June 2022 to the landlord by email transfer as directed.

- 3) The tenants shall not pay rent for the month of July and August 2022.
- 4) The issue of the return of the security deposit shall be dealt with by the parties at the end of the tenancy.
- 5) The landlord may inspect the property in compliance with the provisions of the Act.
- 6) MC shall provide an accounting of rents received and repairs with copies of invoices to the counsel for the landlord by 5:00 PM on May 10, 2022.

In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on August 31, 2022, and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.

This Order of Possession must be read in conjunction with the above settlement 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.

The landlord must not seek to enforce this Order on the tenant **unless** the tenant fails to meet the conditions of this agreement.

The Order of Possession may be filed and enforced as an Order of the Supreme Court of British Columbia.

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

The Arbitrator reviewed the terms of the settlement with the parties; all parties and MC stated they understood and agreed to the terms.

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 landlord is granted an Order of Possession effective 1:00 PM on August 31, 2022, and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.

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: April 25, 2022

Residential Tenancy Branch