



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, LRE

### Introduction

On March 20, 2022, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”), seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to set conditions on the Landlord’s right to enter pursuant to Section 70 of the *Act*.

The Tenant attended the hearing, with J.H. attending as an advocate for the Tenant. The Landlord attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

Service of documents was discussed; however, the parties turned their minds to settlement discussions.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 56(1) of the *Act* which allows an

Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Notice of March 11, 2022 is cancelled and of no force or effect.
2. The Tenant will remain in possession of the rental unit but must give up vacant possession of that rental unit on **June 15, 2022 at 1:00 PM**.
3. The Tenant must pay to the Landlord, on June 1, 2022, an amount of **\$355.00**, which represents the rent owed from June 1 to June 15, 2022.
4. The Landlord must pay to the Tenant an amount of **\$500.00**, which represents an amount the parties agreed upon as a condition of this settlement.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is granted an Order of Possession effective on **June 15, 2022 at 1:00 PM** if condition two of this settlement is not satisfactorily complied with.

If condition three of this settlement is not satisfactorily complied with, the Landlord is granted a Monetary Order in the amount of **\$355.00**.

If condition four of this settlement is not satisfactorily complied with, the Tenant is granted a Monetary Order in the amount of **\$500.00**.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of the settlement of this dispute.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition with the settlement agreement, the Landlord is granted a conditional Order of Possession effective on **June 15, 2022 at 1:00 PM**, after service of the Order on the Tenant. 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.

In addition, I provide the Landlord with a conditional Monetary Order in the amount of **\$355.00** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. Only the amount remaining unpaid will be enforceable.

Finally, I provide the Tenant with a conditional Monetary Order in the amount of **\$500.00** to serve and enforce upon the Landlord, if necessary. The Order must be served on the Landlord by the Tenant. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. Only the amount remaining unpaid will be enforceable.

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: May 17, 2022

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Residential Tenancy Branch