



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT, OLC, MNDCT

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenant under the *Residential Tenancy Act* (the Act) on February 22, 2022, seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice):
- An order for the Landlord to comply with the Act, regulation, and/or tenancy agreement;
- Compensation for monetary loss or other money owed; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 11:00 A.M. on June 3, 2022, and was attended by the Tenant, the Tenant's advocate (the Advocate), the Landlord, legal council for the Landlord E.K., and two witnesses for the Landlord, M.T. and C.N. All testimony provided was affirmed. As the Landlord acknowledged receipt of the Notice of Dispute Resolution Proceeding (NODRP) package, which includes a copy of the Application and the Notice of Hearing, and raised no concerns with regards to the date or method of service, I found that the Landlord was properly served in accordance with the Act and the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure), and the hearing proceeded as scheduled.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were

also advised that pursuant to rule 6.11 of the Rules of Procedure, recordings of the proceedings are prohibited, except as allowable under rule 6.12, and confirmed that they were not recording the proceedings.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my decision and supporting orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the One Month Notice is withdrawn/cancelled and that no rent will be due or payable for July or August 2021.
2. The parties agree that the tenancy will end on August 31, 2022, at 1:00 P.M., provided that the Landlord pays the Tenant \$2,500.00 by way of email money transfer at the email address listed for the Tenant on the cover page of this decision, no later than August 31, 2022, at 1:00 P.M.
3. The parties agree that if the Landlord fails to abide by the above noted payment term, the tenancy will continue until it is ended by one of the parties in accordance with the *Act*.
4. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a conditional order of possession, effective August 31, 2022, at 1:00 P.M. This order of possession must be served on the Tenant as soon as possible. Should the Tenant fail to comply with this order, this order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

In support of the settlement described above, and with the agreement of the parties, I also grant the Tenant a monetary order in the amount of \$2,500.00, effective on or before August 31, 2022. This monetary order must be served on the Landlord as soon as possible. Should the Landlord fail to comply with this order, this order may be filed in the Small Claims Division of British Columbia Provincial Court and 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: June 13, 2022

Residential Tenancy Branch