



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 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.

The tenant attended with the advocate SB (“the tenant”). The landlord was represented by the agents EH and RB (“the landlord”). Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

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 62-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 tenant agreed the landlord shall remove walls constructed by the tenant in the unit.
2. The parties agreed the landlord shall attend at the unit between 9 AM and 3 PM on September 15, 2022, for the purpose of removing the walls constructed by the tenant, the costs of such removal to be borne by the landlord who shall leave the unit clean of any construction debris.
3. In the event the walls are not removed as set out herein, the tenant agreed to move out of the unit by September 30, 2022, at 1:00 PM.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession effective September 30, 2022, at 1:00 PM

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 terms 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 September 30, 2022, at 1:00 PM

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: July 22, 2022

Residential Tenancy Branch