



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1173290 B.C. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M

Introduction

This hearing dealt with the Tenant's application under the *Residential Tenancy Act* (the "Act") to dispute a Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use dated July 19, 2022 (the "Four Month Notice") pursuant to section 49.

The Tenant and the Landlord's agent SS attended this hearing. They were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Preliminary Matter – Removal of Applicant

This application initially included a second applicant, MAP. The Tenant testified that MAP was his roommate who was no longer disputing the Four Month Notice. Based on the Tenant's testimony, I have amended this application pursuant to section 64(3)(c) of the Act to remove MAP as an applicant.

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.

The parties agreed to a final and binding settlement as follows:

1. The parties agree that rent for November 2022 has been paid in full.
2. The effective date of the Four Month Notice is extended to January 31, 2023.
The Tenant and any occupant will vacate the rental unit by 1:00 pm on January 31, 2023.
3. The parties agree that payment of rent for December 2022 and January 2023 is waived, and that this satisfies the Landlord's obligation to compensate the Tenant with one month's rent under the Four Month Notice.
4. At the end of the tenancy, the Tenant will provide vacant possession of the rental unit to the Landlord and will return the keys to the Landlord, and the Landlord will pay \$375.00 to the Tenant representing a full return of the Tenant's security deposit and pet damage deposit.
5. The Tenant may move out of the rental unit early. If the Tenant vacates the rental unit and returns the keys to the Landlord on or before December 31, 2022, the Landlord agrees to pay the Tenant an additional \$800.00 representing the value of rent for January 2023.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above settlement terms as final, binding, and enforceable.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing:

- I grant the Landlord an Order of Possession which orders that the Tenant provide vacant possession of the rental unit to the Landlord by **1:00 pm on January 31, 2023**. This Order may be served upon the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.
- I grant the Tenant a Monetary Order in the amount of **\$375.00** to be paid by the Landlord on or before **February 1, 2023**. This Order may be served on the Landlord, filed in the Provincial Court of British Columbia, 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: November 25, 2022

Residential Tenancy Branch