



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 LV attended with an advocate on behalf of both tenants (“the tenant”). The agents AG and JG attended for the landlord (“the landlord”).

The parties had the opportunity to call witnesses and present affirmed testimony and written evidence.

The parties confirmed their email addresses to which the Decision and Order(s) shall be sent.

The parties confirmed they were not recording the hearing.

Settlement

Before the conclusion of this 75-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.

Throughout the hearing, I explained the hearing and settlement processes several times, and the potential outcomes and consequences, to both parties. They had an opportunity to ask questions, which I answered.

I informed both parties that I could not provide legal advice to them, and I did not make my Decision during the hearing.

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 Order(s). This settlement agreement was reached in accordance with section 63.

The parties informed me they had a previous hearing which resulted in a Decision dated October 13, 2022. The file number appears on the first page. That Decision is not changed by this Settlement.

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 landlord withdrew the One Month Notice.
2. The tenancy between the parties will end at 1:00 PM on February 28, 2023, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
3. The tenant may vacate the unit before February 28, 2023, upon the provision of ten days notice in writing to the landlord.
4. The issue of the security deposit will be dealt with at the end of the tenancy.
5. The landlord shall provide a copy of the condition inspection dated May 12, 2022 to the tenant forthwith.

6. The tenant shall pay rent until and including the day she moves out; any prorated rent past that date shall be returned to the tenant.
7. The parties shall conduct a condition inspection of the unit when the tenant moves out. Providing the landlord is satisfied with the condition of the unit, the landlord shall refund the security deposit and the prorated rent to the tenant that day.
8. All notices and correspondence related to this Agreement shall be made by each party to the email address of the other which were reviewed during the hearing and are found on the first page.

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

- Order of Possession effective 1:00 PM on February 28, 2023

This settlement agreement was reached in accordance with section 63 of the Act. These particulars comprise the full and final settlement of all aspects of this application for both parties. Both parties understood and agreed to the above terms settling all aspects of this dispute, free of any duress or coercion, and that the above terms are legal, final, binding and enforceable.

The settlement was fully discussed by the parties in the hearing. The terms and consequences were reviewed in detail, with both parties, during this lengthy hearing. They had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed that they fully understood the settlement terms and were agreeable to them.

The tenant and their advocate were given ample time and multiple opportunities throughout this hearing, to think about, review, discuss, and ask questions about the above settlement terms privately with each other.

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

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 these Order(s) s, the Order(s) s may be filed and enforced as an Order(s) of the Courts of British Columbia.

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

Pursuant to the above settlement, I issue the following Order(s) s:

- Order of Possession effective 1:00 PM on February 28, 2023
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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: November 21, 2022

Residential Tenancy Branch