



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, OLC, 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 comply with the Act pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant DB attended for both tenants (“the tenant”). The landlord attended with the lawyer CS (“the landlord”).

The parties had the opportunity to call witnesses and present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

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

The parties agreed to amend the landlord’s names to include the name of the numbered company. The proceedings are accordingly amended throughout.

Settlement

Before the conclusion of this 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 Order(s).

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 tenancy between the parties will end at 1:00 PM on December 31, 2022, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The parties shall conduct a condition inspection of the unit at 12:00 PM on December 31, 2022. The issue of the security deposit will be dealt with at the time.

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 December 31, 2022

This settlement agreement was reached in accordance with section 63 of the *Act*. The settlement was fully discussed by the parties in the hearing. Each party stated they understood and agreed to the terms of this settlement.

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.

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 December 31, 2022

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 10, 2022

Residential Tenancy Branch