



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, OLC, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a Two Month Notice to End Tenancy for Landlord's use ("Two Month Notice") pursuant to section 49;
- 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.

All parties attended and 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 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. Pursuant to a Two Month Notice dated January 20, 2023, issued by the landlord, the tenancy between the parties will end at 1:00 PM on May 31, 2023 by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The landlord agreed that the tenant shall not pay rent for the months of April and May, 2023.
3. The landlord agreed that he holds \$1,000.00 in excess of the permitted amount of the security deposit.
4. The tenant agreed they have not paid rent of \$4,000.00 for the month of February 2023.
5. By 5:00 PM on February 24, 2023, the tenant shall transfer to the landlord \$3,000.00 being the rent due (\$4,000.00 monthly) less a credit of \$1,000.00 for overpayment of the allowable security deposit.
6. The parties agreed the landlord is holding a balance of the security deposit of \$2,000.00 which shall be dealt with by the parties at the end of the tenancy.
7. The landlord shall conduct an inspection of the unit on February 25, 2023 between the hours of 9 AM and 5 PM to determine the nature and extent of repairs required from water damage; the landlord shall carry out all repairs necessary forthwith between February 27 and March 6, 2023 during normal business hours.

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

the following:

1. Order of Possession effective 1:00 PM on May 31, 2023

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 conditions 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 these Order(s), the Order(s) 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 Order(s):

1. Order of Possession effective 1:00 PM on June 1, 2022

Conclusion

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

1. Order of Possession effective 1:00 PM on May 31, 2023

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: February 24, 2023

Residential Tenancy Branch