



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL-4M, LRE, FFT

Introduction

The Tenant completed their Application for Dispute Resolution (the “Application”) in this matter on October 6, 2022. They are seeking a cancellation of the Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use (the “Four-Month Notice”) issued by the landlord on September 9, 2022. The Tenant is also seeking suspension/set conditions on the Landlord’s right to enter the rental unit, and reimbursement of the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on February 23, 2023. Both the Landlord and the Tenant attended the conference call hearing, with representative counsel.

Settlement Terms

At the outset of the hearing the parties presented that they had reached a settlement in this matter concerning and end to this tenancy. Though not present in the evidence, the parties had a written agreement in place.

Pursuant to s. 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties agree on the terms, the settlement may be recorded in the form of a decision. Both parties reached an agreement on the end-of-tenancy date.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenancy shall end on April 14, 2023 by 1:00pm.
2. The Landlord shall grant the final month free of rent, required as per s. 51(1) and s. 51(1.1) of the *Act*.

3. Neither the Tenant nor the Landlord shall pursue other claims in relation to this tenancy.

I find that the parties agreed that their agreement constitutes a final and binding resolution of the Tenant's Application at this hearing. Given that the tenancy will end on April 14, 2023, I find the question on restrictions on the landlord's entry is not relevant to the parties' relation going forward. I dismiss this part of the Tenant's Application, without leave to reapply.

In the hearing, the Tenant agreed to waive their right to reimbursement of the Application filing fee.

These particulars above comprise the full and final settlement of all aspects of this dispute for both parties. I am satisfied that both parties have an agreement in place including the above terms. For the purposes of this dispute resolution process, the above terms are legal, final, binding and enforceable and settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, and as advised to the parties in the hearing, I issue the attached Order of Possession to be used by the Landlord only if the Tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on April 14, 2023. The Landlord must serve the Tenant this Order of Possession only if the Tenant and any other occupant fail to vacate the rental premises by that time. Should the Tenant fail to comply with the Order of Possession, the Landlord may file the Order of Possession with the Supreme Court of British Columbia, where it may be enforced as an Order of that Court.

This decision/agreement is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: February 23, 2023

Residential Tenancy Branch