



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL, FFT

Introduction

On January 10, 2023, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a Two Month Notice to End Tenancy for the Landlord’s Use of the Property (the “Notice”) dated December 28, 2022, and to recover the filing fee for their application. The matter was set for a conference call.

The Landlord, the Landlord’s Legal Counsel (the “Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Notice dated December 28, 2023, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Is the Tenant entitled to the return of their filing fee?

Background and Evidence

At the outset of these proceedings, both parties expressed a desire to enter into a mutual agreement to end the tenancy. Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Landlord and Tenant agreed that this tenancy will end no later than 4:00 p.m. on June 30, 2023.
2. The Tenant agreed to withdraw their dispute of the Two-Month Notice to end tenancy for the Landlord's Use of Property, dated December 28, 2023.
3. The Tenant agreed that they will move out of the rental unit no later than 4:00 p.m. on June 30, 2023.
4. The Landlord and Tenant agree that the one month's rent compensation due under the Notice, issued by the Landlord, will be used as the rent payment for June 2023, for this tenancy.
5. The Landlord will pay the Tenant a \$7,000.00 lump sum payment, no later than June 30, 2023, in full settlement of the issues before this hearing. The sum will consist as follows:
 - a. The return of the security deposit in the amount of \$1,750.00.
 - b. The return of the pet damage deposit in the amount of \$1,750.00.
 - c. Compensation in the amount of \$3,500.00.
6. The Landlord agrees that they will provide the Tenant with a reference letter, no later than May 5, 2023, by email.
7. The Tenant agreed to return the rental unit to the Landlord in a clean, undamaged state, with all garbage and belongings removed, no later than 4:00 p.m. on June 30, 2023, in accordance with section 37 of the *Act*.
8. The Tenant agreed to return all means of accessing the rental unit, including any or all keys and/or access fobs, to the Landlord on the last day of tenancy, June 30, 2023, in accordance with section 37 of the *Act*.
9. The Tenant and Landlord agree that the Landlord will be issued an Order of Possession for the rental unit, effective as of 4:00 p.m. on June 30, 2023.

10. The Tenant and Landlord agree that they will abide by their tenancy agreement and the *Residential Tenancy Act* until this tenancy has ended in accordance with this settlement agreement.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed their understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, I grant an **Order of Possession** to the Landlord with an effective date not later than 4:00 p.m. on **June 30, 2023**.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant the Landlord an **Order of Possession** effective not later than 4:00 p.m. on **June 30, 2023**. The Tenant must be served with this Order. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: May 5, 2023

Residential Tenancy Branch