



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, OLC, FFT, CNR, OLC
OPL, FFL**

This hearing dealt with two applications 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.
- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") pursuant to section 46.
- An order requiring the landlord to comply with the Act pursuant to section 62.

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

- An order of possession under a Two Month Notice to End Tenancy for Landlord's Use ("Two Month Notice") pursuant to sections 49 and 55.
- An order requiring the tenant to reimburse the landlord for the filing fee pursuant to section 72.

The landlord attended with the agent PH who represented the landlord and translated.

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions.

No issues were raised regarding service. I find service complied with the Act.

Delivery of Decision

The parties confirmed the email addresses to which the Decision would be sent.

Settlement

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

I informed the parties I do not provide advice and I do not make my Decision during the hearing.

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. This settlement agreement was reached in accordance with section 63.

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) Further to the landlord's Two Month Notice of December 27, 2022, the tenancy between the parties will end at 1:00 PM on July 31, 2023, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The parties acknowledged a Monetary Order was issued to the tenant against the landlord in a previous proceeding of January 11, 2023, referenced on the first page. This Monetary Order has not been paid.
- 3) The tenant is issued a Monetary Order for the following:

ITEM	AMOUNT
Reimbursement of rent for May 2023	\$1,005.00
Reimbursement of security deposit	\$490.00
Filing fees	\$300.00
TOTAL MONETARY ORDER	\$1,795.00

- 4) The parties agreed the landlord shall pay the tenant the sum of **\$5,931.00** which is the agreed amount for **the** sum of the following:
 - a) Payment in full of the Monetary Order dated January 11, 2023, in the previous proceeding, referenced on the first page.
 - b) Expenses in above table
- 5) The landlord and the agent PH will attend at the unit by 5:00 PM on Friday May 12, 2023, and deliver to the tenant a bank draft in the agreed upon amount of \$ **5,931.00**.
- 6) The payment of \$5,931.00 is in full satisfaction of the Monetary Order issued in the previous proceeding and the Monetary Order issued in this settlement (above table).
- 7) The tenant will not pay rent for the months of June and July 2023.

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

1. Monetary Order in the amount of **\$1,795.00**

2. Order of Possession effective 1:00 PM July 31, 2023

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.

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

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

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

This application is settled on the above terms.

The landlord is granted an Order of Possession effective 1:00 PM on July 31, 2023

The tenant is granted a Monetary Order of **\$1,795.00**

The Orders may be filed and 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: May 08, 2023

Residential Tenancy Branch