



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNL RP OLC FFT**

Introduction

This hearing was convened by way of conference call in response to an application for dispute resolution (“Application”) made by the Tenant under the *Residential Tenancy Act* (the “Act”) in which the Tenant seeks:

- an order to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property dated January 18, 2023 (“2 Month Notice”) pursuant to section 49;
- an order for the Landlord to complete repairs to the rental unit pursuant to section 32;
- an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* and/or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for the Application from the Landlord pursuant to section 72.

An agent (“PW”) and the Tenant attended this hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding and her evidence (collectively the “NDRP Package”) on the Landlord, but she could not recall the date of posting. The Tenant provided the Canada Post tracking number for service of the NDRP Package on the Landlord to corroborate her testimony. PW acknowledged he received the notice card from Canada Post, but he was away and did not get the package. However, PW stated he received a copy of the NDRP Package from the Tenant by email. As such, I find the NDRP Package was served on the Landlord in accordance with the provisions of sections 88 and 89 of the Act.

PW stated the Landlord served their evidence on the Tenant by registered mail on April 27, 2023. PW provided the Canada Post tracking number for service of the Landlord's evidence on the Tenant to corroborate his testimony. I find the Landlord's evidence was served on the Tenant in accordance with the provisions of section 88 of the Act.

Settlement Agreement

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The PW, as agent for the Landlord, and the Tenant agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenant agrees to withdraw the Application;
2. The Landlord agrees to cancel the 2 Month Notice;
3. The Tenant agrees to vacate the rental unit by 1:00 pm on May 31, 2022; and
4. The Landlord agrees to pay the Tenant \$1,433.00 compensation, by June 30, 2023, pursuant to section 51(1) of the Act.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

Conclusion

As the parties have reached a full and final settlement of the Tenant's claims set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing:

1. I grant the Landlord an Order of Possession effective at 1:00 pm on May 31, 2023. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant

fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court; and

2. I grant the Tenant a monetary order requiring the Landlord to pay the Tenant \$1,433.00 effective on June 1, 2023. The Tenant is provided with the monetary order on the above terms and the Landlord must be served by the Tenant with the monetary order as soon as possible. This monetary order may be filed and enforced by the Tenant in the Small Claims Division of the Provincial 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 16, 2023

Residential Tenancy Branch