



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE CANADA LIFE ASSURANCE COMPANY
("CHRONICLE") and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FFT, OPC, FFL

Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me for the following orders against the landlord.

1. Cancellation of a Two-month Notice to End Tenancy, issued on or about 1 May [the 'Two-month Notice'].
2. Reimbursement for the \$100.00 filing fee for this application.

The landlord also applied for Dispute Resolution. The landlord asks me for the following orders against the tenants.

1. Exclusive possession of the rental unit pursuant to a One-month Notice to End Tenancy, issued on or about 8 May [the 'One-month Notice'].
2. Reimbursement for the \$100.00 filing fee for this application.

The landlord appeared at the hearing on 31 August 2023 by way of an agent. The tenants also appeared, along with an interpreter.

Settlement of Dispute

During this hearing, the parties settled their dispute. In settling this dispute, they agreed on the following terms [the 'Terms']:

1. This tenancy ends, by way of this agreement, at 1:00 p.m. on 31 December 2023 [the 'Move-out Time'].
2. Before the Move-out Time, the tenants and any other occupant will vacate the rental unit.
3. The One-month Notice and Two-month Notice are of no further force or effect.

4. Until the Move-out Time, the rights and obligations of the parties under the Act continue.
5. Before 30 September 2023, the tenants will pay to the landlord \$800.00, and the landlord will place a screen on the only window of the rental unit.
6. This settlement comprises the full and final settlement of the tenant's application.

At the hearing, both parties confirmed that they understood and agreed to these Terms and that:

- the Terms are final, binding and enforceable; and
- the Terms settle all aspects of this dispute.

Conclusion

In light of this settlement, I grant to the landlord an Order of Possession and a monetary order in the amount of \$800.00. This gives effect to the settlement reached between the parties, as discussed at the hearing. To enforce these orders, the landlords must serve the tenant with a copy of it. If the landlord need to enforce the order of possession, then they can do so as early as the Move-out Time.

I make this decision per section 63 of the *Residential Tenancy Act* [the 'Act'], and on authority delegated to me by the Director of the RTB per section 9.1(1) of the Act.

Dated: 12 September 2023

Residential Tenancy Branch