



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

The Tenant filed an Application for Dispute Resolution on September 19, 2023 seeking the Landlord's compliance with the legislation/tenancy agreement. They also seek recovery of the Application filing fee.

The Tenant filed a second Application for Dispute Resolution on September 22, 2023 seeking an order that cancels the Two Month Notice to End Tenancy for Landlord's Use of the Property (the "Two-Month Notice") that the Landlord issued on September 21, 2023. The Tenant again seeks recovery 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 October 24, 2023.

Settlement Terms

Pursuant to s. 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute, the settlement may be recorded in the form of a decision.

At the outset of the hearing, the Tenant advised they have a new living arrangement, and will move out from the rental unit by December 30, 2023. The Landlord stated their agreement to this. This was based on a message the Tenant sent to the Landlord prior to this scheduled hearing.

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

- The Tenant will vacate the rental unit by December 30, 2023.
- The Landlord verified the time of day by which the Tenant may vacate the rental unit: this is 6:00pm
- The Landlord shall receive an Order of Possession as a measure of surety in this matter – this is for the Landlord's possession date of December 30, 2023 at 6:00pm.
- The Tenant and Landlord must meet by December 30, 2023 to inspect the condition of the rental unit. That will determine the disposition of the security deposit held by the Landlord.
- The Landlord and Tenant shall maintain close communication during the interim for arranging the end of tenancy and to discuss outstanding payment installment amounts.
- The Landlord agreed in the hearing to reimburse to the Tenant the amount of each separate Application the Tenant brought in order to resolve this matter: this is \$200. The Tenant shall receive a Monetary Order as a measure of surety.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave statements of agreement under affirmed oath in the hearing, indicating they understood and agreed to the above terms. They did so free of any duress or coercion. The terms of this settlement are legal, final, binding and enforceable and resolve all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, 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 December 30, 2023. The Landlord must serve the Tenant this order of possession if needed. Should the Tenant fail to comply with the Order of Possession, the Landlord may file the Order with the Supreme Court of British Columbia, where it may be filed as an order of that court.

I grant the Tenant a Monetary Order in the amount of \$200. I provide the Tenant with this Monetary Order in the above terms and the Tenant must serve it to the Landlord as

soon as possible. Should the Landlord fail to comply with this Monetary Order, the Tenant may file this Monetary Order in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: December 21, 2023

Residential Tenancy Branch