

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

This hearing also dealt with the Landlord's Cross Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

At the outset of the hearing the parties indicated their intention to settle their dispute.

Tenant T.G. attended the hearing for the Tenant.

Landlord A.K., Landlord's Partner and Agent R.K. attended the hearing for the Landlord.

### **Analysis**

Under section 56 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free will and without any element of coercion:

1. The One Month Notice dated February 26, 2024, is cancelled
2. The parties agree to contact each other and provide notice to each other by email. The parties email addresses to be used to contact and provide notice are referenced on the cover page of this decision

3. The Tenant will contact and schedule contractors to inspect, and provide estimates to fix or replace the interior wood paneling, the interior drywall, the interior flooring, the blinds, the roof, the doorbells, all the interior doors except the master bedroom door, the upstairs bedroom door, and the upstairs bedroom door (the Works), by June 15, 2024
4. The Tenant must ensure that the contractors performing the Works are licensed, bonded, insured, and registered with WorkSafeBC
5. The Tenant will schedule the Works recommended by the contractors by July 15, 2024
6. The Tenant will provide the Landlord email notice of any scheduled contractor visits
7. The Tenant will pay for the initial contractor visit fees, estimate fees, and report fees
8. As soon as the Tenant receives a report or estimate from the contractor for the Works, the Tenant will provide the report or estimate to the Landlord by email
9. Before the Works commence, should the contractor require a deposit or full payment for any of the items contained in the Works, the Tenant will provide the required funds to the Landlord, for the Landlord to pay the contractor
10. Should the Tenant be unable to afford the Works recommended by the contractors, the Tenant will provide the Landlord their written 14 day notice to vacate by email
11. Should the Tenant fail to obtain estimates and reports for the Works by June 15, 2024, the Landlord may serve the Tenant with an Order of Possession effective seven days after service of the Order
12. Should the Tenant fail to schedule the Works by July 15, 2024, the Landlord may serve the Tenant with an Order of Possession effective seven days after service of the Order
13. Both parties agreed that these particulars comprise the full settlement of all aspects of the Tenant's application for dispute resolution, and the Landlord's cross application for dispute resolution.

## Conclusion

In order to give effect to the settlement reached between the parties, I grant an Order of Possession to the Landlord effective **seven days after service of this Order** on the Tenant. The Landlord may only serve this Order of Possession if Tenant has not complied with the terms of the settlement agreement, or if the Tenant has provided their written notice to vacate.

Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Given this dispute was settled, I make no findings on the merits of the application.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: May 16, 2024

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Residential Tenancy Branch