



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied to cancel a 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit dated November 25, 2019 (4 Month Notice).

The tenant, an advocate for the tenant EN (advocate) and counsel for the landlord TC (counsel) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties were also provided the opportunity to ask questions during the hearing.

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that the tenancy will end on **April 30, 2020 at 5:00 p.m.**
2. The parties agree that the tenant will not pay rent for April 2020.
3. The parties agree that the landlord will pay the tenant **\$2,300.00** in compensation, which includes the \$200.00 security deposit, and which includes no interest, to be paid as follows:
 - A. \$1,000.00 no later than February 14, 2020 by registered mail.
 - B. Remaining \$1,300.00 no later than April 30, 2020 by 5:00 p.m. in person at the outgoing condition inspection.

4. The landlord is granted an order of possession effective **April 30, 2020 at 5:00 p.m.** which must be served on the tenant.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

The landlord has been granted an order of possession effective April 30, 2020 at 5:00 p.m. This order must be served on the tenant and the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord agrees to pay the tenant as noted above. Should the tenant not be paid by the landlord in accordance with #3 above, the tenant is granted a monetary order pursuant to section 67 of the Act in the amount of \$2,300.00. Should the tenant require enforcement of the monetary order, it must first be served upon the landlord and then may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. I note that if the landlord complies with #3 above, the monetary order will be of no force or effect.

This decision will be emailed to both parties at the email addresses confirmed by the parties during the hearing. The orders will be emailed to the appropriate party for service, as necessary, on the other party.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 24, 2020

Residential Tenancy Branch