



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a One Month Notice to End Tenancy for Cause ("1 Month Notice") and for monetary compensation for damages or loss under the Act, regulations or tenancy agreement.

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

I confirmed the parties had exchanged their respective hearing materials with each other and that the digital evidence served was viewable by the recipient.

I noted that the landlord's address and the tenant's address on the 1 Month Notice were the same. I confirmed with the parties that the rental unit is a separate basement suite and the landlord and the tenant do not share the same kitchen or bathroom facilities. As such, I was satisfied the tenancy is not exempt from the Act and I had jurisdiction to resolve this matter. I amended the style of cause to reflect the rental unit is the basement suite at the residential property.

During the hearing, the parties expressed a willingness to resolve this matter by way of a settlement agreement. A settlement agreement was reached during the hearing and I have recorded it by way of this decision and the orders that accompany it.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

During the hearing, the parties mutually agreed upon the following terms in full and final settlement of this Application for Dispute Resolution:

1. The tenant shall return peaceable vacant possession of the rental unit to the landlord no later than December 31, 2020.
2. The landlord shall waive entitlement to receive unpaid rent for December 2020 and unpaid utilities for the months of November 2020 and December 2020.
3. In addition to term 2. above, the landlord shall also pay to the tenant the amount of \$1000.00.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

For added certainty and clarity, I order that the compensation of \$1000.00 (term 3. of the settlement agreement) is to be given to the tenant on December 31, 2020 or when possession and the keys for the rental unit is returned to the landlord, whichever occurs first.

As I stated during the hearing, the tenant remains obligated to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear, at the end of the tenancy as is required under section 37 of the Act.

In recognition of the settlement agreement, and to ensure the agreed upon terms are fulfilled, I provide the landlord with an Order of Possession effective at 1:00 p.m. on December 31, 2020 and I provide the tenant is provided a Monetary Order in the amount of \$1000.00.

Conclusion

The parties resolved the matters identified in this Application for Dispute Resolution by way of a full and final settlement agreement. In recognition of the settlement

agreement, and to ensure the agreed upon terms are fulfilled, I provide the landlord with an Order of Possession effective at 1:00 p.m. on December 31, 2020 and I provide the tenant is provided a Monetary Order in the amount of \$1000.00.

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: December 04, 2020

Residential Tenancy Branch