



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0980064 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on October 28, 2020 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated October 28, 2020 (the "Notice"). The Tenant also sought to recover the filing fee.

The Tenant and Agents for the Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Agents for the Landlord confirmed the correct name of the Landlord which is reflected in the style of cause.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose.

A written tenancy agreement was submitted and the parties agreed it is accurate. The tenancy agreement names different landlords. The Agents confirmed the Landlord purchased the property in 2017 and became the landlord. The tenancy started December 02, 2016.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not

come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision which would become a final and legally binding agreement which the parties could not change their mind about later.

The parties agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Notice is cancelled.
2. The tenancy will end and the Tenant will vacate the rental unit by 2:00 p.m. on February 01, 2021.
3. The parties will split the cost of the filing fee and therefore the Landlord will pay the Tenant \$50.00 as half of the filing fee.
4. All rights and obligations of the parties under the tenancy agreement will continue until the tenancy ends.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued an Order of Possession effective at 2:00 p.m. on February 01, 2021. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

The Tenant is issued a Monetary Order for \$50.00. If the Landlord fails to pay the Tenant \$50.00 in accordance with the settlement agreement set out above, the Tenant must serve the Landlord with this Order. If the Landlord does not comply with the

Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: January 19, 2021

Residential Tenancy Branch