



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0947690 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR-MT, CNC, CNL, OLC, MNDCT, RP, RR, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for:

1. more time to apply to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated March 2, 2021;
2. an Order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent dated March 2, 2021;
3. an Order cancelling a One Month Notice to End Tenancy for Cause dated March 2, 2021;
4. an Order cancelling a Two Month Notice to End Tenancy for Landlord's Use, dated February 27, 2021;
5. an Order for the Landlord to Comply with the Act or tenancy agreement;
6. a Monetary Order for damage or compensation under the Act of \$900.00;
7. an Order for repairs to the unit or property, having contacted the landlord in writing to make repairs, but they have not been completed;
8. an Order to reduce the rent by \$500.00 for repairs, services or facilities agreed upon, but not provided; and
9. to recover the \$100.00 cost of his Application filing fee.

The Tenant, counsel for the Landlord, H.F. ("Counsel"), and an advocate for the Landlord, S.M. ("Advocate"), appeared at the teleconference hearing. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other

Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch (“RTB”) Rules of Procedure (“Rules”); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence.

### Preliminary and Procedural Matters

The Tenant provided the Parties’ email addresses in the Application, and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

### Settlement Agreement

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

1. The Parties agree to mutually withdraw the eviction notices
  - a 10 Day Notice to End Tenancy for Unpaid Rent dated March 2, 2021;
  - a One Month Notice to End Tenancy for Cause dated March 2, 2021;
  - a Two Month Notice to End Tenancy for Landlord’s Use, dated February 27, 2021;(“Eviction Notices”)
2. The Tenant agrees withdraw his Application in full as part of this mutually agreed settlement;
3. The Parties mutually agree that the tenancy will end on September 30, 2021 at 1:00 p.m. with the Tenant giving the Landlord vacant possession by 1:00 pm on September 30, 2021;
4. The Landlord grants the Tenant free rent for July through September 2021;
5. If the Tenant moves out earlier, he will received compensation *pro rata* of the rent that is remaining until September 30, 2021;

6. The Parties agree that they entered into this agreement completely voluntarily.
7. The Parties agree that the Director will grant the Landlord an Order of Possession, based on this Settlement Agreement, and dated September 30, 2021, at 1:00 p.m., which is to be enforced only if the Tenant does not vacate the rental unit as stipulated above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. If the Tenant complies with this Settlement Agreement by vacating the rental unit as stipulated above, this Order will become void and unenforceable.

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.

These particulars comprise the full and final settlement of all aspects of this dispute for both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

As the Parties have mutually settled their issues, I decline to award the Tenant with recovery of the \$100.00 Application filing fee.

### Conclusion

This matter was resolved by way of a mutually settled Agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the Eviction Notices are cancelled and are of no force or effect.

In addition, in support of the Settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective two days after service of the Order** on the Tenant. This Order must be served on the Tenant, if the Tenant fails to adhere to the vacating terms of the Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

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: June 22, 2021

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Residential Tenancy Branch