



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL, DRI, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for landlord's use of property. The tenant also applied to dispute the rent increase and for a monetary order for the return of the rent increase paid for August 2011 and the filing fee. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Has the landlord served this notice to end the tenancy for landlord use of property, in good faith? Is the tenant entitled to the return of rent and the filing fee?

Background and Evidence

The tenancy began June 1998. On September 01, 2011, the landlords served the tenants with a two month notice to end tenancy. The reason for the notice is that the landlord has all the necessary permits to renovate the unit. The tenant informed me that she planned to move out by mid October and therefore she withdrew her application to dispute the notice. Since the tenancy is ending, the tenant's application to dispute the rent increase is also moot and accordingly dismissed.

The tenant applied for the return of the amount of the increased rent paid in August 2011 and for the filing fee.

During the hearing the tenant's claim for a monetary order was discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and 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:

1. The tenants agreed to move out on or before mid October, 2011 and withdraw all monetary claims against the landlord.
2. The landlords agreed to allow the tenancy to continue up to mid October, 2011.
3. Both parties agreed not to pursue any further claims against each other
4. Both parties stated that they understood and agreed that the above particulars comprise the **full and final settlement** of all aspects of this dispute for both parties.

Conclusion

The tenancy will end on or before mid October, 2011, as per the above terms.

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: October 04, 2011.

Residential Tenancy Branch