



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing was scheduled to hear a tenant's application to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the hearing the parties mutually agreed to resolve this dispute by way of a settlement agreement.

Issue(s) to be Decided

What are the terms of the settlement agreement?

Background and Evidence

The following facts were undisputed:

- The tenancy commenced in December 2003.
- The tenant paid a security deposit of \$340.00 on December 1, 2003.
- The tenant currently pays rent of \$818.00 on the 1st day of every month under a month-to-month tenancy.
- The landlord issued a 2 Month Notice to End Tenancy for Landlord's Use of Property (the Notice) to the tenant on July 21, 2012 with an effective date of September 30, 2012.
- The tenant received the Notice July 26, 2012 and filed to dispute the Notice within the time limit permitted under the Act.

After hearing testimony from each party, the parties mutually agreed to the following terms of settlement:

1. The tenancy shall end September 30, 2012 by mutual agreement and the tenant shall return vacant possession of the unit to the landlord on that date.
2. The tenant shall leave the rental unit reasonably clean and undamaged.

3. The tenant is not required to pay rent and the landlord is not entitled to collect rent for the month of September 2012.
4. In addition to not paying rent for September 2012 the landlord shall also pay the tenant \$1,679.05 without delay. This amount is the sum of:
 - a. 1.5 months compensation ($\$818.00 \times 1.5 = \$1,227.00$)
 - b. Recovery of the filing and mailing costs (\$100.00)
 - c. Return of the security deposit and accrued interest ($\$340.00 + \12.05)
5. The landlord shall return the tenant's post-dated rent cheques to the tenant without delay.
6. The landlord waives the right to make a future application against the tenant for any damages or loss associated to this tenancy.

Both parties agreed and understood that the tenant will be provided a Monetary Order in the amount of \$1,679.05 to serve upon the landlord and the landlord will be provided an Order of Possession effective September 30, 2012 to serve upon the tenant.

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 a settlement agreement in the form of a decision or order.

I have accepted the settlement agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

I have recorded the settlement agreement by way of this decision and I have provided the tenant with a Monetary Order in the amount of \$1,679.05 and the landlord with an Order of Possession effective September 30, 2012.

Conclusion

This dispute has been resolved by way of a settlement agreement as recorded in this decision. The tenant has been provided a Monetary Order in the amount of \$1,679.05 and the landlord has been provided an Order of Possession effective September 30, 2012.

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: August 29, 2012.

Residential Tenancy Branch