



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Waterford Development
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL and MNDC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49; and
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that on March 27, 2013, he received the landlord's 2 Month Notice sent by the landlord by registered mail on March 23, 2013. This Notice sought an end to this tenancy as of May 31, 2013. The landlord's agent (the landlord) confirmed that on April 24, 2013, the landlord received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on April 23, 2013. I am satisfied that the parties served one another with these documents and their written evidence packages in accordance with the *Act*.

Issues(s) to be Decided

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Is the tenant entitled to a monetary award for losses arising out of this tenancy?

Background and Evidence

This tenancy commenced on approximately July 1, 2010. The tenant applied for a monetary award of \$700.00 for his loss of use of his balcony for a 10 month period of this tenancy.

The parties agreed that on April 5, 2013, they signed a Mutual End to Tenancy Agreement that was to have taken effect on April 15, 2013. The parties also agreed that they signed a Mutual Release that day in which they released one another from all

present and future actions and causes of action against one another for losses arising out of this tenancy. The landlord entered into written evidence copies of the above documents.

The tenant testified that he was in the process of vacating the rental premises and expected to have completed his move by 6:30 p.m. on May 1, 2013. The tenant testified that he was no longer seeking a cancellation of the landlord's 2 Month Notice.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a final and binding resolution of all matters arising out of this tenancy at this time under the following terms:

1. Both parties agreed that this tenancy will end by 11:59 p.m. on May 1, 2013, by which time the tenant will have vacated the rental unit.
2. The tenant agreed to withdraw his application for a monetary award for losses arising out of this tenancy and agreed that he will not pursue any further application for a monetary award for losses arising out of this tenancy from the landlord.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession, to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: April 30, 2013

Residential Tenancy Branch

