



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Waterford Developments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenant's application pursuant to section 49 of 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). Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to present their views with respect to the tenant's application.

At the initial hearing on April 30, 2013, the tenant confirmed that in late March 2013, she received the landlord's 2 Month Notice in which the landlord requested vacant possession of her rental unit by May 31, 2013. The landlord's representative at the initial hearing confirmed that the landlord received a copy of the tenant's dispute resolution hearing package sent by registered mail on April 10, 2013. I am satisfied that each party served the above documents to one another in accordance with the *Act*.

I issued an Interim Decision on May 3, 2013, in which I confirmed my agreement to the landlord's requested adjournment of the April 30, 2013 hearing of the tenant's application. The adjourned hearing was scheduled for June 3, 2013.

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. At the commencement of the reconvened hearing of June 3, 2013, both parties reported that there had been discussions between the parties and their representatives during the period of the adjournment that had led to a resolution of their dispute.

Both parties confirmed that all issues currently under dispute have been resolved under the following final and binding terms, which they reported as follows:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on June 16, 2013, by which time the tenant will have vacated the rental unit.

2. Both parties agreed that the landlord will pay the tenant a sum of \$3,500.00 by the end of this tenancy.
3. Both parties agreed that there was no need at this time for either of them to request the issuance of orders by the Residential Tenancy Branch to give effect to the terms of their settlement agreement.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of the tenant's application and this tenancy at this time.

Conclusion

I report the terms of the settlement agreement reached between the parties as set out above. As per the terms of the third clause of their settlement agreement, I issue no Orders to either party in this matter.

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: June 03, 2013

Residential Tenancy Branch