



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened in relation to the tenant's application to cancel the landlord's 2 Month Notice to End Tenancy for Landlord's Use (the 2 Month Notice).

The tenant appeared. Counsel for the landlord appeared. The landlord connected to this hearing initially, but disconnected before the conclusion of this hearing. In advance of the hearing, the landlord provided me with a letter confirming his counsel's authority to act. Neither party raised any issues regarding service. The tenant confirmed that he had received the landlord's evidence and had reviewed this evidence.

The rental unit is comprised of two separate units. The tenant occupies the upper unit and the tenant sublets the lower unit. Monthly rent is \$3,250.00.

In the course of the hearing the parties were able to agree to terms by which this tenancy would end.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The tenant agreed to provide vacant possession of the upper unit to the landlord on or before one o'clock in the afternoon on 30 April 2015.

3. The tenant agreed to provide vacant possession of the lower unit to the landlord on or before one o'clock in the afternoon on 15 May 2015.
4. The tenant agreed to provide \$682.28 to the landlord as compensation for the use and occupancy of the lower unit for the period 1 May 2015 to 15 May 2015.
5. The parties agreed that the 2 Month Notice would remain in place for the purposes of preserving the tenant's rights under that notice.

Counsel for the landlord stated that he understood the terms of this agreement and understood that he was binding his client to this agreement. The tenant stated that he understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn.

The monetary order is to be used if the tenant does not pay \$682.28 to the landlord in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord may serve the tenant with this order so that it may enforce it in the event that the tenant does not pay the outstanding rent as set out in their agreement. Should the tenant fail to comply with these orders, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The attached orders of possession are 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 landlord should serve the tenant with these orders so that it may enforce them in the event that the tenant does not vacate the premises by the times and dates set out in their agreement. Should the tenant fail to comply with these orders, these orders may be filed and enforced as orders 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 subsection 9.1(1) of the Act.

Dated: April 20, 2015

Residential Tenancy Branch

