



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 689352 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNL, MNDC, FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for an order cancelling the landlord's 2 Month Notice to End Tenancy for Landlord's Use of the Property ("Notice"), a monetary order for money owed or compensation for damage or loss, and for recovery of the filing fee paid for this application.

The tenant and the owner of the corporate landlord (hereafter "landlord"), attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The parties were informed directly thereafter that I find the portion of the tenant's application dealing with a request for monetary compensation is unrelated to the primary issue of disputing the Notice, which would determine whether this tenancy would continue. As a result, pursuant to section 2.3 of the Residential Tenancy Branch Rules of Procedure, the parties were informed and I therefore severed the tenant's application and dismissed that portion of the tenant's request for monetary compensation, **with leave to reapply**.

At the outset of the hearing, neither party raised any issues regarding service of the tenant's application or the other's evidence.

Due to information contained in the tenant's evidence, the matter of a possible settlement of the tenant's application was explored with the parties, and a mediated discussion ensued, resulting in said settlement of the tenant's request seeking cancellation of the Notice.

Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The tenant agrees to vacate the rental unit by 1:00 p.m. on August 31, 2015;

2. The landlord agrees that the tenancy will continue until August 31, 2015, at 1:00 p.m.;
3. The landlord agrees that she will not issue the tenant either a 1 Month Notice to End Tenancy for Cause or a 2 Month Notice to End Tenancy for Landlord's Use of the Property during the remainder of the tenancy;
4. The tenant confirms his understanding that the landlord is at liberty to issue a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities if the monthly rent is not paid in a timely manner as per the tenancy agreement;
5. The landlord agrees that she will provide the tenant with a favourable reference if asked by any future landlord, either in written or oral form as requested;
6. The landlord acknowledges her understanding of and agrees to comply with section 28 of the Act, which ensures that each tenant is to be given quiet enjoyment, free from unreasonable disturbance; and
7. The parties acknowledge their understanding that this settled Decision resolves the portion of the tenant's application seeking cancellation of the 2 Month Notice and that no finding is made on the merits of the said portion of the application for dispute resolution or on the merits of the landlord's Notice.

Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, the tenant will vacate the rental unit by August 31, 2015, by 1:00 p.m.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act and Residential Tenancy Regulation. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act or Regulation, it is open to the other party to take steps under the Act to seek remedy.

As this matter was settled, I have not awarded the tenant recovery of his filing fee.

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 4, 2015

Residential Tenancy Branch

