



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, MNDC, OPL, MND, MNR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on for:

1. An Order cancelling a notice to end tenancy – Section 49;
2. A Monetary Order for compensation – Section 67; and
3. An Order that the Landlord comply with the Act – Section 62.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for damages to the unit – Section 67;
4. A Monetary Order for compensation – Section 67; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenants and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions. The only claims in the applications that were dealt with were the Tenant’s claim to cancel the notice to end tenancy and the Landlord’s claim for an order of possession. The remaining claims were found to be unrelated to the primary matter of the ending of the tenancy and were dismissed with leave to reapply.

Background Summary

The following are undisputed facts: The tenancy is long term. The Tenants were given a two month notice to end tenancy for landlord's use with an effective move-out date of September 1, 2015. The Tenants gave the Landlord rent cheques for August and September 2015. The Landlord has not cashed the cheques and has not provided the Tenants with the equivalent of one month's rent pending the outcome of this hearing. The Tenants are looking for another rental unit but have not yet secured one.

The only issue was whether the Landlord was ending the tenancy in good faith. After the Parties had each provided their evidence and argument the Parties were given an opportunity to settle their dispute and the Parties came to a mutual agreement on the end of the tenancy.

Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the agreement reached during the hearing I find that the Parties have settled the dispute and the following records the settlement as a decision:

The Parties mutually agree as follows:

- 1. The effective move-out date of the notice to end tenancy is changed to 1:00 p.m. on October 31, 2015**
- 2. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

In order to give effect to this agreement I provide an order of possession to the Landlord effective 1:00 p.m. October 31, 2015.

Conclusion

The Parties have settled the dispute.

I grant an Order of Possession to the Landlord effective 1:00 p.m. on October 31, 2015.

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: September 17, 2015

Residential Tenancy Branch

