



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BERKLEY MANAGEMENT INC C/O ROCKWELL MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

### Dispute Codes

CNL, FF

### Introduction

This matter dealt with an application by the tenant to cancel a Two Month Notice to End Tenancy for Landlords Use of the Property and to recover the filing fee from the landlord for the cost of this proceeding.

Through the course of the hearing the tenant and the landlord's agent came to an agreement in settlement of the tenant's claims.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The parties agreed that the tenancy will end on November 30, 2015;
- The tenant agreed to vacate the rental unit on that date;
- The landlord agreed that the tenant will receive compensation for the Two Month Notice equal to one month's rent;
- The landlord agreed to refund the security deposit of \$300.00 in full to the tenant at the end of the tenancy;
- The landlord agreed if the tenant finds alternative accommodation before November 30, 2015 the tenant is not required to give 10 Days written

Notice to the landlord and will still be entitled to compensation equal to one month's rent.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the tenant's application.

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 21, 2015

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Residential Tenancy Branch

