



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 by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property (the “Notice”).

The Landlord, the Tenant and the Tenant’s agent appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant’s Application by registered mail pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”).

Both parties had submitted documentary evidence prior to the hearing. However, at the start of the hearing, I determined that parts of the Tenant’s evidence related to matters that were not before me to be dealt with in this hearing. Therefore, I asked the parties to confirm service of evidence only related to the Notice. The Tenant’s agent confirmed that he and the Tenant had been served and given sufficient time to examine the Landlord’s documentary evidence in relation to the Notice. The Landlord confirmed receipt of the Tenant’s evidence that only related to the Notice.

The Tenant confirmed receipt of the Notice by personal service on June 30, 2015 and the Tenant made the Application to dispute the Notice on July 13, 2015. Therefore, I determined that the Tenant had disputed the Notice within the 15 day time period provided by Section 49(8) of the Act.

As a result, I asked the parties to continue to present evidence and make submissions in relation to the Notice. The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

Both parties provided evidence and submissions in relation to the Notice. After the parties had concluded their evidence, I offered the parties an opportunity to settle this matter through mutual resolution.

During the hearing, the Landlord indicated that she did want the tenancy to end. The Tenant's agent explained that the Tenant had inadvertently removed from his Application a request for the Landlord to make repairs to the rental unit, for the Landlord to provide monetary compensation, and for the Landlord to provide a rent reduction. As a result, I offered the parties the opportunity to settle all the matters associated with this tenancy in full and final satisfaction during this hearing.

The parties engaged into a lengthy discussion and the Tenant and his Agent were given some time to discuss the issue of settlement. The parties then turned their mind to compromise and decided to reach agreement in resolution of this dispute and all the other issues associated with the tenancy.

Settlement Agreement

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. Both parties agreed to settle the dispute in full under the following terms:

1. The parties agreed to withdraw the Notice and end the tenancy instead on December 15, 2015.
2. The Tenant is allowed to vacate the rental suite without penalty at an earlier time if he is able to find suitable accommodation in the interim time period. The Tenant must provide written notice to the Landlord detailing the date the tenancy is to end earlier.
3. The Landlord agreed that the Tenant will be compensated two and half months' of rent in the amount of **\$2,625.00** in compensation for ending the tenancy and for the issues associated with the tenancy.
4. The Tenant may achieve this relief by deducting this from rent payments for the remaining duration of the tenancy. Therefore, as the tenancy will be ending on December 15, there is no need for the Tenant to make any further rent payments so that the compensation requirement can be fulfilled.
5. However, if the Tenant vacates the rental unit earlier after giving written notice of the date, the Landlord is obligated to prorate and return the balance of the compensation payable to the Tenant after the date on the written notice.

In order to give effect to the above agreed conditions, the Landlord is issued with an Order of Possession which is effective at 1:00 p.m. on December 15, 2015. This order may be enforced only if the Tenant fails to vacate the rental suite by the agreed date. Copies of this order are attached to the Landlord's copy of this decision.

The parties confirmed the voluntary nature of this agreement both during and at the conclusion of the hearing. The parties also confirmed their understanding that this agreement is made in final satisfaction of all the issues associated with this tenancy. Therefore, no further Applications are permitted. This file is now closed.

Conclusion

The parties agreed to withdraw the Notice. The parties mutually agreed to end the tenancy on December 15, 2015 and the Tenant will receive compensation in the amount of two and half month's free rent in full and final satisfaction of the entire dispute.

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 24, 2015

Residential Tenancy Branch

