



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0948384 BC LTD
and [tenant name suppressed to protect privacy]

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 three, 2 Month Notices to End Tenancy for Landlord’s Use of Property (the “Notices”) dated July 16, August 20 and August 25, 2015.

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 personal service on August 6, 2015 pursuant to Section 89(1) (a) of the *Residential Tenancy Act* (the “Act”).

Both parties submitted documentary evidence prior to the hearing. The Tenant had disputed the Notices because the Tenant had signed a written fixed term tenancy agreement due to expire on October 1, 2016 with four Landlords named on the agreement, two of which were named on the Tenant’s Application.

The parties provided affirmed testimony and made submissions in relation to the tenancy agreement. At the end of the hearing, I offered the parties an opportunity to settle the matter by way of mutual agreement. The Tenant’s agent had a consultation with the Tenant, and agreed that they would be willing to end the tenancy by mutual agreement.

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 all the Notices and end the tenancy instead on **May 31, 2016**.
2. The Tenant is allowed to vacate the rental suite without penalty at **any** 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 one month's rent in the amount of **\$1,750.00** for ending the tenancy.
4. The Tenant may achieve this relief by deducting last month's rent of the tenancy.
5. If the Tenant ends the tenancy earlier and has already paid rent for that month after giving written notice of that date, the Landlord must return the compensation of one month's rent to the Tenant thereafter.
6. The Tenant agreed to withdraw his Application to recover the filing fee.

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 May 31, 2016. 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. This file is now closed.

Conclusion

The parties agreed to withdraw the Notices. The parties mutually agreed to end the tenancy on May 31, 2016 and the Tenant will receive compensation in the amount of one month's free rent in full satisfaction of the 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: October 08, 2015

Residential Tenancy Branch

