



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MNDC MNSD O OLC PSF RR

Introduction

This hearing dealt with an application by the tenant for an order setting aside the landlord's notices to end tenancy dated May 12, 2015 and June 30, 2015; a monetary order; an order that the landlord comply with the Act, regulation and/or the tenancy agreement; an order that the landlord provide services or facilities required by the tenancy agreement or law and an order to reduce rent for repairs, services or facilities agreed upon but not provided. The tenant also requested recovery of the filing fee from the landlord. Both parties attended the hearing and had an opportunity to be heard.

After a lengthy hearing (3 hours) the parties agreed to settle the issues between them on the following terms:

1. The tenant shall vacate the rental unit on or before 1:00 p.m. on January 31, 2016;
2. The tenant is vacating the rental unit on the same terms (with respect to compensation and early departure with 10 days' notice) that would exist if a 2 Month Notice to End Tenancy had been served on the tenant as of today's date;
3. The tenant shall pay to the landlord rent for November in the amount of \$830.00 which payment shall be made by no later than 10:00 p.m. tonight by putting a cheque through the landlord's mail slot;
4. The parties acknowledge that the amount of rent payable for the month of November has been reduced from \$1200.00 to \$830.00 as a result of the landlord agreeing to pay the tenant compensation in the amount of \$370.00;
5. The parties shall, to the greatest extent possible, communicate in written form for the balance of the tenancy;
6. The security deposit in the amount of \$600.00 will be dealt with by the parties in the normal course under the relevant provisions of the Act.

An order of possession with an effective date of January 31, 2016 is being provided to the landlord together with this settlement agreement for use in the event that the tenant does not vacate the rental unit in accordance with this agreement.

A copy of an RTB Form #32 - 2 Month Notice to End Tenancy is being provided to both of the parties together with this agreement. I draw the parties' attention to page 2 of this form and emphasize the portion that is entitled "Compensation for Tenants". This part of the form explains the tenant's entitlement to compensation when a 2 Month Notice is issued. I also draw the parties' attention to Section 50 of the Act which states as follows:

Tenant may end tenancy early following notice under certain sections

- 50 (1) If a landlord gives a tenant notice to end a periodic tenancy under section 49 [*landlord's use of property*] or 49.1 [*landlord's notice: tenant ceases to qualify*], the tenant may end the tenancy early by
- (a) giving the landlord at least 10 days' written notice to end the tenancy on a date that is earlier than the effective date of the landlord's notice, and
 - (b) paying the landlord, on the date the tenant's notice is given, the proportion of the rent due to the effective date of the tenant's notice, unless subsection (2) applies.
- (2) If the tenant paid rent before giving a notice under subsection (1), on receiving the tenant's notice, the landlord must refund any rent paid for a period after the effective date of the tenant's notice.
- (3) A notice under this section does not affect the tenant's right to compensation under section 51 [*tenant's compensation: section 49 notice*].

This settlement agreement is documented on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 06, 2015

Residential Tenancy Branch

