



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SEVILLE MGMT & LEASING LTD.
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 the Two Month Notice to End Tenancy for landlord's 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 came to an agreement in settlement of the tenant's application.

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, 2016;
- The tenant agreed to vacate the rental unit on that date and to ensure it is left clean and all possessions will be removed from the unit;
- The landlord agreed to pay to the tenant the amount of \$5,000.00 on November 30, 2016 by money order or bank draft if the tenant vacates on that date;
- The landlord agreed the tenant does not have to pay rent for November, 2016 in compensation for the Two Month Notice;

- The landlord agreed to provide the tenant with a reference letter for prospective new landlords;
- The tenant agreed to pay October's rent to the landlord today.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

As this matter was settled, I have not awarded the tenant recovery of the filing fee.

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: November 02, 2016

Residential Tenancy Branch