



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL O

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated August 16, 2016 (the "2 Month Notice") and for other unspecified relief.

The tenant and the landlord attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end on **November 7, 2016 at 1:00 p.m.**
2. The landlord is granted an order of possession **effective November 7, 2016 at 1:00 p.m.** which must be served on the tenant.
3. The parties agree that pro-rated rent for November 1-7, 2016 inclusive in the amount of **\$256.62** will be paid by the tenant to the landlord in two installments of **\$128.31** with the first payment to be paid by **November 1, 2016 by 6:00 p.m.** and the second payment to be paid by **November 7, 2016 by 1:00 p.m.**
4. The parties agree to mutually withdraw the 2 Month Notice and the tenant's application in full as part of this mutually settled agreement.
5. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$256.62**, which will be of no force or effect if the amount owing has been paid by the tenant in accordance with #3 above.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

**I order** the parties to comply with the terms of their mutually settled agreement described above.

The tenancy will end on November 7, 2016 at 1:00 p.m. The landlord is granted an order of possession for that date and time which must be served on the tenant. Should the tenant fail to vacate the rental unit by that date and time, the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is granted a monetary order in the amount of \$256.62 which will be of no force or effect if the amount owing has been paid by the tenant in full in accordance with #3 above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 1, 2016

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Residential Tenancy Branch