



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

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 on September 28, 2016 to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property (the “2 Month Notice”) dated September 22, 2016.

The Tenant, the Landlord, and an agent for the Landlord who was also the Landlord’s daughter, appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant’s Application by personal service. No issues were raised by the parties with respect to the service of each other’s evidence prior to the hearing pursuant to the *Residential Tenancy Act* (the “Act”) and the Residential Tenancy Branch Rules of Procedure.

At the start of the hearing, I determined that the Tenant had applied to dispute the 2 Month Notice within the 15 day time limit provided for by Section 49(8) of the Act.

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. 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.

After the parties had finished providing their evidence during the hearing, I offered the parties an opportunity to voluntarily settle the matter by way of mutual resolution. The Landlord’s agent was given an opportunity to consult with her mother privately during the hearing. As a result, the Landlord offered the Tenant to end the tenancy by mutual agreement with a financial incentive. The Tenant considered the Landlord’s proposal and agreed to end the tenancy in this manner which is laid out as follows.

Settlement Agreement

The parties agreed to withdraw the 2 Month Notice and end the tenancy by mutual agreement on **January 1, 2017**. The Landlord is issued with an Order of Possession which is effective at 1:00 p.m. on January 1, 2017. 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 Tenant will receive 2 month compensation for ending the tenancy voluntarily with the Landlord. The Tenant will receive this relief through withholding rent payments until the end of the tenancy. The Tenant has already withheld rent for November 2016 and is allowed to withhold rent for December 2016 to satisfy the financial incentive agreed to by the parties. Therefore, there is no rent payable by the Tenant for the remaining duration of this tenancy.

As the parties agreed to end the tenancy voluntarily and I made no legal findings on the Tenant's Application, the request for the recovery of the filing fee from the Landlord is denied. The parties were cautioned on their rights and obligations with respect to the return of the Tenant's \$500.00 security deposit which still applies.

The parties confirmed their voluntary agreement and understanding of resolution in this manner both during and at the conclusion of the hearing. This file is now closed. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 21, 2016

Residential Tenancy Branch