



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAGSEN REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FF

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 applied to cancel a 2 Month Notice To End Tenancy For Landlord Use OF Property dated September 20, 2016.

The Tenant and the Landlord attended the hearing. The Landlord was assisted by her Legal Counsel O.M..

The hearing originally commenced on November 18, 2016, and was adjourned until December 1, 2016, to provide the parties more time to provide testimony.

Settlement Agreement

At the start of the hearing, the parties stated that they have reached a settlement and asked that the terms of the settlement be recorded in the form of a decision. The settlement agreement contains the following conditions:

1. The parties agree that the tenancy will end at 1:00 pm on January 4, 2017.
2. The Landlord will retain the Tenant's security deposit of \$2,500.00 in full satisfaction of November 2016, rent.
3. The parties agree that the Tenant is entitled to compensation in the amount of one month of rent which is applied to rent for December 2016. Tenant will pay no rent to the Landlord for the month of December 2016.
4. The parties agree that the Tenant will pay no rent to the Landlord for the four days she resides in the rental unit in January 2017.
5. The parties agree that the Tenant can vacate the rental unit earlier than January 4, 2017, without penalty, but the Tenant will receive no further compensation from the Landlord if the Tenant moves out early.
6. The parties agree that the Tenant does not have to arrange for professional cleaning services for the rental unit at the end of the tenancy, but the general

requirements under the Act that a Tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear applies.

7. The Tenant agrees to not use the deck for the remainder of the tenancy.
8. The Tenant agrees to not use the stove in the basement for the remainder of the tenancy.
9. The Tenant agrees to withdraw her Application for Dispute Resolution.
10. The Tenant agrees to sign a general release with respect to the issues dealt with in the hearing.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement.

Conclusion

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

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: December 01, 2016

Residential Tenancy Branch