



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL MNDC OLC LRE LAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property pursuant to section 49;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;

Preliminary Issue – Correct Landlord Name

The name of the landlord identified in the tenant's application is amended to reflect the correct name as provided on the tenancy agreement, Notice to End Tenancy and correspondence submitted by the Landlord.

Preliminary Issue – Scope of Application

Residential Tenancy Branch Rules of Procedure, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

At the outset of the hearing, I advised the parties that aside from the tenant's application to cancel the 2 Month Notice, I was exercising my discretion to dismiss the remainder of the issues identified in the tenants' application with leave to reapply as these matters are not related.

Subsequently, the parties expressed an interest and were successful in resolving the dispute pertaining to the 2 Month Notice to End Tenancy by mutual agreement.

Terms of Settlement

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agrees to extend the effective date of the 2 Month Notice to End Tenancy until January 31, 2017.
2. The tenant agrees to withdraw her application to dispute the 2 Month Notice.
3. The tenant and landlord agree **that this tenancy will end no later than 1:00 p.m. on January 31, 2017**, and, the landlord will be granted an **Order of Possession** effective this date.
4. The tenant may withhold rent payable for the month of January 2017 as compensation for one month's free rent pursuant to section 51 of the Act.
5. In order to assist with moving costs, the landlord agrees to pay to the tenant **\$400.00** immediately upon the tenant vacating the rental unit provided the tenant vacates on or before **1:00 p.m. on January 31, 2017**.
6. The landlord agrees to extinguish his right to retain the security deposit pursuant to section 38 of the Act and return the tenants security deposit in the amount of **\$425.00** in full immediately upon the tenant vacating the rental unit provided the tenant vacates on or before **1:00 p.m. on January 31, 2017**. The landlord would still be at liberty to make an application for a monetary order for any damages to the rental unit but may not retain the security deposit.
7. Provided the tenant vacates the rental unit on or before **1:00 p.m. on January 31, 2017**, the tenant is granted a Monetary Order in the amount of **\$825.00** and the enforceable portion of this order will be reduced in accordance with any payments made to the tenant pursuant to clause #5 and clause #6 above.

Each party confirmed that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

This Decision and Settlement Agreement is final and binding on both parties.

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on January 31, 2017**. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I grant the tenant a Monetary Order in the amount of **\$825.00**. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 23, 2016

Residential Tenancy Branch