



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL; LRE, FF

### Introduction

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

- an order of possession for landlord's use of property, pursuant to section 55.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to section 70; and
- authorization to recover the filing fee for her application, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 38 minutes in order to allow both parties to fully negotiate a settlement of this claim.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

The landlord confirmed that she served the tenant with her written evidence package on November 26, 2016, by way of regular mail. As the tenant confirmed that she did not receive this evidence and it was served less than 14 days prior to this hearing date, contrary to Rule 3.14 of the Residential Tenancy Branch *Rules of Procedure*, I advised the landlord that I could not consider this evidence at this hearing. In any event, this matter settled without reference to the evidence.

The tenant confirmed receipt of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated October 5, 2016 ("2 Month Notice"), on the same date. The notice states an effective move-out date of December 31, 2016. In

accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice.

### Analysis

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2016, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated October 5, 2016, which is in full force and effect;
3. The landlord agreed to abide by section 29 of the *Act*, prior to entering the rental unit, for the remainder of this tenancy;
4. Both parties agreed that the tenant will pay the landlord \$1,700.00 according to the following terms:
  - a. \$200.00 will be paid by December 1, 2016;
  - b. \$1,500.00 will be paid by December 15, 2016;
  - c. The landlord agreed to accept the above payments towards all outstanding rent owed for October and December 2016;
  - d. The landlord agreed to provide the tenant with a rent credit of \$500.00 towards October 2016 rent;
5. Both parties agreed that the tenant is entitled to one month's free rent compensation, pursuant to section 51 of the *Act* and the landlord's 2 Month Notice, on the following terms:
  - a. The tenant will not be required to pay any rent to the landlord for the period from November 1 to 30, 2016;
6. Both parties agreed that the tenant's security deposit of \$550.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
7. The tenant agreed to bear the cost of the \$100.00 filing fee paid for her application;
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 31, 2016. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 31, 2016. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 2 Month Notice, dated October 5, 2016, is in full force and effect.

In order to implement the above settlement reached between the parties, and as advised to them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,700.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by condition #4 of the above agreement. The tenant must be served with a copy of this Order as soon as possible after the tenant does not abide by condition #4 of the above agreement. Should the tenant 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.

The tenant must bear the cost of the \$100.00 filing fee paid for her application.

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

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Residential Tenancy Branch