



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION AND RECORD OF SETTLEMENT**

**Dispute Codes**      CNL FF

### **Introduction**

This hearing was convened in response to an application by the tenant filed October 14, 2016 to cancel the landlord's Notice to End for Landlord's Use and recover their filing fee. Both parties attended the conference call and acknowledged exchanging evidence.

### **Background and Evidence**

The parties agreed the tenancy started 14 years ago. The payable rent is \$875.00. The landlord retains a security deposit in the amount of \$437.50, in trust. Both parties agree that in October 2016 the tenant received a 2 Month Notice to End Tenancy for Landlord's Use with an effective date of December 31, 2016.

**Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

1. Both parties agree that **the tenancy will end** and the tenant will vacate by no later than on **January 15, 2017**.
2. Both parties agree that the tenant is not responsible to satisfy the rent for October 2016 and **the payable rent for October 2016 is the tenant's entitlement** vis a vis the 2 Month Notice for landlord's use pursuant to Section 51 of the Act.
3. Both parties agree that **the tenant is responsible to satisfy the rent** solely for November and December 2016.
4. Both parties agree **the tenant is not responsible to satisfy rent for January 2017**.
5. Both parties agree that the landlord **will be responsible to move the tenant's belongings** to new accommodations, or otherwise relocate the tenant's belongings to the tenant's new accommodations.

The parties were apprised that the security deposit is held in trust and must be administered at the end of the tenancy in accordance with the Act, unless the parties mutually agree otherwise.

So as to perfect this agreement the landlord will be given an **Order of Possession** to reflect condition #1 of this agreement. If necessary, this Order may be filed in the Supreme Court and enforced as an Order of that Court.

As the parties mutually resolved their dispute I grant the tenant recovery of one half of their filing fee in the amount of \$50.00. **I grant** the tenant a **Monetary Order** in the amount of **\$50.00**. **I Order** that the tenant may deduct this amount from a rent payment or other obligation owed the landlord. However, if necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

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. Both parties testified that they understood and agreed that the above terms settle all aspects of the dispute and are **final and binding on both parties** and that any Order is enforceable.

*The parties may alter any of the conditions above by **mutual agreement in writing**. In the absence of such mutual agreement the above conditions are confirmed.*

### **Conclusion**

The parties settled all aspects of their dispute in the above terms.

**This Decision and Settlement are final and binding on both parties.**

*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 05, 2016

---

Residential Tenancy Branch

