



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, LAT

This hearing dealt with the tenant's application pursuant to s. 49(8) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated October 25, 2016 (the "2 Month Notice").

An agent attended the hearing on behalf of the landlord; the tenant also attended the hearing. The agent for the landlord testified that she and her husband had been hired by the landlord and that the 2 Month Notice had been given to the tenant so that she and her husband could occupy the unit.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement. The agent for the landlord confirmed that she had authority to reach a settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlord withdraws the 2 Month Notice.
2. The tenant withdraws the application to dispute the 2 Month Notice.
3. Both parties agree that the tenancy will continue until March 31, 2017 at 1:00 pm.

4. Both parties agree that the tenant will not pay rent for the month of March, 2017, in satisfaction of landlord's obligation, as set out in s. 51(1) of the Act, to give to the tenant an amount equivalent to one month's rent.
5. In spite of section 13(d) of the tenancy agreement, the landlord will not require the tenant to have the carpets professionally cleaned at the end of the tenancy, and the landlord will not claim any amount against the tenant's security deposit for the state of the carpets in the rental unit.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to end the tenancy before March 31, 2017 or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: January 04, 2017

Residential Tenancy Branch