



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for landlord's use of property, for the return of the security deposit and for the filing fee. Both parties attended the hearing and had opportunity to be heard.

The landlord acknowledged receipt of evidence submitted by the tenant. Both parties gave affirmed testimony. The tenancy has not yet ended and therefore the landlord may retain the deposit and return it at the end of tenancy, in compliance with s.38 of the *Act*.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on August 01, 2015 for a fixed term of two years. The tenant filed a copy of the tenancy agreement. The monthly rent is \$575.00 due on the first of each month. Prior to moving in the landlord collected a security deposit in the amount of one month's rent plus rent for the last month of tenancy. At the time of the hearing the landlord was holding \$862.50 in excess of the deposit of half a month's rent.

On February 19, 2017, the landlord served the tenant with a notice to end tenancy for landlord's use of property with an effective date of April 30, 2017.

The reasons for the notice were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out by 1:00pm on April 30, 2017.
2. The landlord agreed to allow the tenancy to continue until 1:00pm on April 30, 2017. An order of possession will be granted to the landlord effective this date.
3. The landlord agreed to pay the tenant compensation pursuant to a s.49 notice to end tenancy. The tenant will not be required to pay rent on April 01, 2017 and will occupy the rental unit rent free for the month of April 2017.
4. The landlord agreed to return \$862.50 to the tenant effective immediately. The landlord also agreed to cover the cost of the filing fee of \$100.00. The landlord agreed to pay the tenant a total of \$962.50 by March 30, 2017.
5. The landlord agreed to withdraw his application for an order of possession and stated that he will not attend the hearing which is currently scheduled to be heard on April 19, 2017.
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
7. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Conclusion

Pursuant to the above agreement, the tenancy will end by 1:00pm on April 30, 2017. I grant the landlord an order of possession effective this date.

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: March 29, 2017

Residential Tenancy Branch