



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OPTIMUM REALTY
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes

CNL, OLC, FF

Introduction

This hearing was convened in response to an application filed by the tenant seeking Orders under the *Residential Tenancy Act* (the Act), in primary part to cancel a Landlord's 2 Month Notice to End for Landlord's Use. The application seeks recovery of the filing fee.

The tenant and the landlord's representative attended the conference call hearing and provided testimony.

Background and Evidence

It must be known that the tenant did not provide a copy of the Notice to End claimed by the tenant to have been received March 02, 2017. Regardless, the parties discussed their dispute and turned minds to compromise.

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 tenant will **move into rental unit #2 of the residential property**, as soon as the parties agree to do so / at a time agreeable to the parties.

So as to perfect this agreement,

I Order that the 2 Month Notice to End received by the tenant March 02, 2017 is set aside and is of no effect.

As the parties came to a mutual resolution I find it appropriate the parties share the cost of filing this application. Effectively,

I Order the tenant may deduct half of the filing fee for this matter in the amount of \$50.00 from a future rent.

These particulars comprise the **full and final settlement** of all aspects of this dispute for both parties. Both parties testified they understood and agreed the above terms settle all aspects of the dispute. Both parties testified they understood and voluntarily agreed to the above terms.

Conclusion

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

This Decision and Settlement are final and binding.

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: April 05, 2017

Residential Tenancy Branch

