



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") pursuant to section 49.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlord's 2 Month Notice in person on March 31, 2017. While unable to provide an exact date, the landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application"), received by mail. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served the landlord's 2 Month Notice, and the landlord was served with the tenant's Application for Dispute Resolution.

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 entered into a mutual agreement that this tenancy will end on July 15, 2017 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlord continues to hold the tenant's security deposit in the amount of \$500.00. The security deposit will be dealt with according to the *Act* at the conclusion of the tenancy.
3. The landlord withdrew the 2 Month Notice dated March 31, 2017.

4. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 2 Month Notice, dated March 31, 2017.
5. The tenant agreed to pay rent for June 2017 in the amount of \$1,094.80 on June 1, 2017.
6. The tenant agreed to pay rent for July in the amount of \$547.00 on July 3, 2017.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

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 discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on July 15, 2017. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. If the tenant fails to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I Order that rent for July is due on July 3, 2017.

The landlord's 2 Month Notice, dated March 31, 2017, is cancelled and is of no force or effect.

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: May 18, 2017

Residential Tenancy Branch