



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BABIC ENTERPRISES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

This hearing was convened by way of a conference call in response to a Tenant's Application for Dispute Resolution (the "Application") filed on July 5, 2017 to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") dated June 20, 2017.

One of the named Applicants and the owner Landlord appeared for the hearing and provided affirmed testimony. The named Applicant confirmed at the start of the hearing that he was an occupant in this tenancy because he was a roommate of the Tenant and had appeared for this hearing as an agent of the Tenant who was unable to appear. He also confirmed the correct legal name of the Tenant.

The owner Landlord confirmed the correct legal name of the Tenant who had been served documents for this hearing and also confirmed that the Applicant, herein referred to as the Tenant's roommate, was not party to this tenancy as a tenant. As a result, with the consent of both parties, I amended the Application to remove the Tenant's roommate and correct the legal name of the Tenant pursuant to my authority under Section 64(3) (c) of the *Residential Tenancy Act* (the "Act").

The hearing process was explained to the parties and they had no questions about the proceedings. Before I asked the Landlord to present evidence pertaining to the 2 Month Notice in order to satisfy the burden of proof, I asked the Tenant's roommate whether the Tenant had any plans to vacate the rental unit voluntarily irrespective of the 2 Month Notice. The Tenant's roommate explained that he and the Tenant were planning to vacate the rental unit in April 2018.

Section 63 of the Act, allows an Arbitrator to 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.

As a result, I asked the parties whether they wanted to discuss a mutual agreement to end the tenancy as an alternative form of resolution rather than having a decision made on the 2 Month Notice. The parties took this form of alternative resolution into consideration and decided that it was best for them to end the tenancy mutually under the following terms and conditions.

Settlement Agreement

The parties agreed to extend the vacancy date on the 2 Month Notice from September 1, 2017 to March 31, 2018 which is the day the tenancy will end. The Landlord is issued with an Order of Possession which is effective at 1:00 p.m. on March 31, 2018. This order may be enforced if the Tenant fails to vacate the rental unit by this date.

The parties agreed the Tenant is still eligible for the return of 1 month's rent as compensation which can be achieved by the Tenant by withholding March 2018 rent. The Tenant may still exercise her right to end the tenancy early by giving the required 10 day notice in writing, at which point the Landlord is required to pay the 1 month's compensation plus any applicable prorated rent already paid to the Landlord.

The parties confirmed their voluntary agreement to the above terms and conditions both during and at the conclusion of the hearing. As I made no legal findings in this matter and the parties reached mutual resolution, I dismissed the Tenant's request to recover the filing fee. This file is now closed.

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

Dated: September 25, 2017

---

Residential Tenancy Branch