



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPM, MNDC, MNSD, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a mutual end to tenancy agreement. The tenant applied for a monetary order for compensation and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be Decided**

Is the landlord entitled to an order of possession? Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy began on August 01, 2016 for a fixed term ending July 31, 2017. Both parties filed a copy of the tenancy agreement. The terms regarding the length of the tenancy in both agreements contradicted each other.

On July 25, 2017, the parties met and signed a mutual end to tenancy agreement. The landlord agreed that he wanted the rental unit for his personal use. The tenant stated compensation pursuant to a s.49 notice was discussed and the landlord agreed to provide compensation. An email from the landlord dated July 31, 2017 states that the landlord will not be providing compensation. The landlord testified that he had not agreed to provide compensation.

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 and an order. During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The landlord agreed to replace the mutual end to tenancy agreement with a notice to end tenancy for landlord's use of property, prior to October 01, 2017, with an effective date of December 01, 2017.
2. The landlord agreed to be compliant with the requirements of a notice such as this as set out in sections 49 , 51 and 52 of the *Residential Tenancy Act*
3. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

### **Conclusion**

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

The mutual end to tenancy agreement is of no force or effect. The landlord will serve the tenant with a two month notice to end tenancy for landlord's use of property with an effective date of December 01, 2017.

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: September 28, 2017

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Residential Tenancy Branch