



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, FF

### Introduction

This hearing was convened by way of a conference call in response to the Tenant's Application for Dispute Resolution (the "Application") filed on June 27, 2017 to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") dated June 21, 2017.

The Tenant appeared for the hearing with his parents and three agents appeared for the company Landlord. However, only the Tenant and one of the agents provided affirmed testimony. The hearing process was explained to the parties and they had no questions about the proceedings. The Landlord's agent confirmed receipt of the Tenant's Application by personal service. No issues were raised by the parties with respect to the service of each other's documentary evidence prior to the hearing.

At the start of the hearing, the Tenant confirmed his written submissions that the female Co-Tenant had moved out of the rental unit and was no longer party to this dispute. Therefore, the Tenant's Application was amended to remove the female Co-Tenant's name pursuant to Section 64(3) (c) of the *Residential Tenancy Act* (the "Act").

The Tenant also confirmed his written submissions that since filing the Application, he had decided to move out of the rental unit for September 15, 2017. However, the Tenant was requesting monies owed from the Landlord in this hearing.

The Tenant was informed that I was not at liberty to deal with any monetary claim as this matter was not before me. However, I informed the parties that I was able to assist them in coming to a settlement agreement on a voluntary basis pursuant to my authority under Section 63 of the Act. This 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, the

parties had a small discussion and were able to reach consensus on the Tenant's Application and monetary claim he had disclosed in his documentary evidence.

### Settlement Agreement

The parties agreed that the tenancy will end on September 15, 2017 at 1:00 p.m. The Landlord is issued with an Order of Possession which is effective for this date and time. This order may be enforced in the BC Supreme Court as an order of that court if the Tenant fails to vacate the rental unit by this date and time.

In return, the Tenant will receive the remainder of his compensation payable to him under the 2 Month Notice and pursuant to Section 51(1) of the Act, for the amount of \$471.00. This amount reflects half a month's rent payable as the Tenant has already withheld rent for the last two weeks of this tenancy. In addition, the Landlord's agent agreed to pay the Tenant his filing fee of \$100.00. Therefore, the total amount agreed to be paid by the Landlord on or before September 15, 2017 is \$571.00. The Tenant is issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial Court as an order of that court if the Landlord fails to make payment.

With respect to the Tenant's claim for the return of his security deposit and 2 months of compensation payable to him under 51(2) of the Act, the Tenant was informed that his requests for these funds was premature as the tenancy had not yet ended. The Tenant is at liberty to apply for dispute resolution to claim these monies.

The parties confirmed their voluntary agreement and understanding of resolution in this manner both during and at the conclusion of the hearing. 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 07, 2017

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Residential Tenancy Branch