



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, O, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated June 12, 2017 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- other unspecified remedies; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, MH ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he had authority to speak on behalf of the landlord named in this application at this hearing. This hearing lasted approximately 38 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant stated that he did not receive the landlord's written evidence package. As this matter settled between the parties, I do not make any findings regarding service of this package.

The tenant confirmed receipt of the landlord's 2 Month Notice. A copy of the notice was provided for this hearing. The effective move-out date on the notice is August 31, 2017.

In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice.

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 and 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 agreed that this tenancy will end by 5:00 p.m. on October 31, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated June 12, 2017;
3. The landlord agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlord's 2 Month Notice, on the following term:
 - a. The landlord agreed that the tenant was not required to pay any rent to the landlord for the period from August 1 to 31, 2017, which has already been enforced between the parties;
4. The tenant agreed to pay rent to the landlord by way of post-dated cheques for the months of September and October 2017;
5. The landlord agreed to provide the tenant with reference letters for the tenant's future potential landlords and tenancies;
6. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they

understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The landlord confirmed that he agreed and understood that the landlord named in this application was bound by this agreement and that he had authority to make this agreement as an agent on the landlord's behalf.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 5:00 p.m. on October 31, 2017. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 5:00 p.m. on October 31, 2017. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 08, 2017

Residential Tenancy Branch