



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOCIETY OF HOUSING OPPORTUNITIES&PROGRESSIVE
EMPLOYMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNQ

Introduction

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

- a cancellation of the landlord's Notice to End Tenancy for Landlord's Use of Property, pursuant to section 49 of the *Act*.

Both the landlord and the tenant appeared at the hearing. Both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant confirmed receipt of the landlord's 2 Month Notice to End Tenancy, after it was posted on her door on July 27, 2017. Pursuant to section 88 of the *Act*, I find that the tenant has been duly served with the landlord's 2 Month Notice on July 30, 2017.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package sent by way of Canada Post Registered Mail on August 11, 2017. In accordance with section 89, I find that the landlord was duly served with the tenant's application on August 16, 2017.

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 April 30, 2018 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlord withdrew the 2 Month Notice dated July 26, 2017.
3. 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 July 26, 2017
4. Should the tenant find alternative accommodation and be required to vacate the premises early, the landlord agreed to waive the 30 day notice period associated with the tenancy.
5. Rent shall be due on the 1st of each month and the tenant agreed to accept receipts from the landlord *for use and occupancy only* until this tenancy is ended on April 30, 2018.
6. 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 April 30, 2018. 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. 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.

The landlord's 2 Month Notice, dated July 26, 2017, is cancelled and is of no force or effect.

The landlord agreed to waive the 30 day notice period, should the tenant vacate the property before the end of the tenancy.

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: October 16, 2017

Residential Tenancy Branch