



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNL

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Two Month Notice”) dated September 12, 2017.

The hearing was convened by telephone conference call and was attended by Landlord, Legal Counsel for the Landlord, the Tenant and the Tenant’s assistant (the “Assistant”). All parties provided affirmed testimony.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end at 11:59 P.M. on January 15, 2018.
2. The Tenant agrees to vacate the rental property at 11:59 P.M. on January 15, 2017.
3. The parties agree that no rent is due for the remainder of the tenancy.
4. The Landlord agrees to pay \$11,080.00 to the Tenant by 12:00 P.M. on December 12, 2017.
5. The parties understand and agree that the \$11,080.00 to be paid by the Landlord to the Tenant includes the return of the Tenant’s security deposit, the return of \$1,080.00 previously paid by the Tenant to the Landlord for one month’s rent and utilities, as well as any and all compensation due to the Tenant under the *Act* in relation to the Two Month Notice dated September 12, 2017.
6. The Tenant withdraws their Application in full as part of this mutually agreed settlement.

The above terms comprise the full and final settlement of all aspects of this dispute for both parties. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an order of possession, effective at **11:59 P.M on January 15, 2018**. The Landlord is provided with **this Order** in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Tenant a Monetary Order in the amount of **\$11,080.00**. The Tenant is provided with **this Order** in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

At the request of the Tenant, copies of this settlement agreement and the Monetary Order will be mailed to them at the address listed on their Application. At the Request of the Landlord, copies of the Decision and Order of Possession will be individually e-mailed to both the Landlord and their Legal Counsel at the e-mail addresses provided in the hearing.

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: December 7, 2017

---

Residential Tenancy Branch