



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REVELSTOKE PROPERTY SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, OLC, 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 September 30, 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; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("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 she was one of the company owners and the general manager of the landlord company named in this application. She said that the landlord company was the agent for the owner of the rental unit. She stated that she had authority to speak on behalf of both the landlord company and the rental unit owner, as an agent at this hearing. This hearing lasted approximately 29 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 a copy of the landlord's written evidence package. The tenant confirmed that he already had copies of all the evidence from earlier in the tenancy, except for a one-page document. The landlord said that she sent the package to the tenant by way of registered mail to the address for service provided

by the tenant on the notice of hearing for this application. The tenant said that it was not his address for service. As the parties settled this matter between themselves without reference to the written evidence, I do not find it necessary to record any findings regarding service of this one page document.

The tenant provided a copy of the 2 Month Notice for this hearing and confirmed receipt of it. The effective move-out date on the notice is December 1, 2017. The reason on the notice is "*the rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).*" 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 orders. 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 1:00 p.m. on April 30, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
 - a. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated September 30, 2017;
2. 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 tenant will not be required to pay any rent to the landlord from April 1 to 30, 2018;
3. Both parties agreed that the tenant is entitled to vacate the rental unit earlier than April 30, 2018, provided that he first gives notice to the landlord;
4. The landlord agreed to pay the tenant for the \$100.00 filing fee for this application by way of reducing the tenant's monthly rent due for February 2018 by \$100.00;
5. 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.

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 1:00 p.m. on April 30, 2018. 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 1:00 p.m. on April 30, 2018. 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.

I order the tenant to reduce his monthly rent for April 2018 so that he is not required to pay any rent to the landlord for this month.

I order the tenant to reduce his monthly rent for February 2018 by \$100.00 to account for the monetary award issued against the landlord for the filing fee.

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: January 03, 2018

Residential Tenancy Branch