



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, 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 October 2, 2017 ("2 Month Notice"), pursuant to section 49;
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant's agent and the landlord 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 tenant's agent confirmed that she was the mother of the tenant named in this application and that she had authority to speak on his behalf at this hearing. This hearing lasted approximately 42 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 and the tenant's agent confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

The tenant provided a copy of the 2 Month Notice for this hearing. The effective move-out date on the notice is November 30, 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 1, 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 October 2, 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 March 1 to 31, 2018;
3. Both parties agreed that the tenant is required to pay monthly rent of \$1,200.00 to the landlord for the remainder of this tenancy;
4. The landlord, at his own cost, agreed to have certified and licensed technicians inspect the heating system, electrical outlets, and main bathroom toilet in the rental unit, and to perform any repairs recommended by the technicians by January 8, 2018;
  - a. Both parties agreed that access to the rental unit for the above inspections and repairs to occur will be facilitated through the tenant's agent;
5. The tenant agreed to bear the cost of the \$100.00 filing fee for this application;
6. 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 1, 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 1, 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.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

I order that the tenant reduce his monthly rent for March 2018 by \$1,200.00, so that he is not required to pay any rent to the landlord for this month.

I order the landlord, at his own cost, to have certified and licensed technicians inspect the heating system, electrical outlets, and main bathroom toilet in the rental unit, and to perform any repairs recommended by the technicians by January 8, 2018.

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 02, 2018

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Residential Tenancy Branch