



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL OLC FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act"). The tenant applied to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant and the landlord attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matter

At the outset of the hearing, the parties confirmed their email addresses. The parties also confirmed their understanding that the decision would be emailed to both parties and that the orders would be emailed to the appropriate parties.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agree that the tenancy will end on **June 3, 2018 at 5:00 p.m.**
2. The tenant agrees to withdraw their application in full as part of this mutually settled agreement.
3. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$675.00 which will have no force or effect if the landlord pays the tenant in accordance with #3 above.
4. The parties agree that the \$675.00 amount listed in #3 above is comprised of \$750.00 for May 2018 rent less \$75.00 for June 1-3, 2018 use and occupancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

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

The landlord has been granted an order of possession effective June 3, 2018 at 5:00 p.m. which must be served on the tenant. Should the landlord require enforcement of the order of possession, the landlord may enforce the order of possession in the Supreme Court of British Columbia.

The tenant has been granted a monetary order in the amount of \$675.00 which will be of no force or effect if the amount owing has been paid as described above. If the landlord does not pay the amount as described above, this order must be served on the landlord by the tenant and the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: May 22, 2018

Residential Tenancy Branch