



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, FF

Introduction

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

- more time to make an application to cancel the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated May 27, 2018 ("2 Month Notice"), pursuant to section 66;
- cancellation of the landlord's 2 Month Notice, pursuant to section 49; 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 he was the grandson of the landlord named in this application and that he had permission to speak on her behalf as an agent at this hearing. This hearing lasted approximately 71 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant 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.

Settlement Terms

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, except for the filing fee.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, except for the filing fee:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on August 31, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than 1:00 p.m. on August 31, 2018, provided that she first gives at least five day's written notice to the landlord by way of text message or letter;
3. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated May 27, 2018;
4. 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 is not required to pay any rent to the landlord from August 1 to 31, 2018;
5. The landlord agreed to provide an honest reference in response to any rental inquiries about the tenant's tenancy;
6. Both parties agreed that the tenant is permitted to use the washer and dryer in the laundry room at the rental property for the remainder of this tenancy, on Tuesdays from 8:00 a.m. to 8:00 p.m. and Saturdays from 5:00 p.m. to 8:00 p.m.;
7. Both parties agreed that the tenant is not permitted to perform any auto repairs at the rental property unless it is for her own personal vehicle;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing, except for the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the filing fee. Both parties affirmed at the hearing that they understood and agreed to the above terms. 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, except for the filing fee.

Both parties were unable to settle the tenant's application to recover the filing fee and the tenant asked me to make a decision about it. Filing fees are discretionary awards usually awarded by Arbitrators to a successful party after a full hearing on its merits. Since I was not required to make a decision after a full hearing on the merits of the

tenant's application, I dismiss the tenant's application to recover the \$100.00 application filing fee, without leave to reapply.

Conclusion

I order both parties to comply with the above settlement terms.

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 August 31, 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 August 31, 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 that the tenant is not required to pay any rent to the landlord from August 1 to 31, 2018.

The tenant's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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: July 19, 2018

Residential Tenancy Branch