



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRENTVIEW DEVELOPMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNQ, OLC, FFT

Introduction

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

- cancellation of the landlord's Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit, pursuant to section 49.1 of the *Act*,
- an order for the landlord to comply with the *Act*, regulations, and/or the tenancy agreement, pursuant to section 62 of the *Act*; and
- recovery of the filing fee for this application, pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord's agent R.F. attended on the behalf of the corporate landlord and is herein referred to as "the landlord". The tenant attended with an advocate T.F. and an assistant S.B.

As both parties were present, service of documents was confirmed. The tenant served the Notice of Dispute Resolution Proceeding package and evidentiary materials to the landlord by Canada Post registered mail, which was confirmed by the landlord. The landlord did not submit any evidentiary materials for this dispute. Therefore, I find that tenant's application for this hearing was served in accordance with section 89 of the *Act*.

Preliminary Issue – Amendment to the Tenant's Application for Dispute Resolution

At the outset of the hearing, both parties confirmed that the landlord's Two Month Notice to End Tenancy (Two Month Notice) pertaining to this dispute was issued "for Landlord's Use", not "Because the Tenant Does Not Qualify for Subsidized Rental Unit".

The tenant had made an error selecting the correct notice reason when filing her dispute application. Further to this, the tenant confirmed that although she also selected in her application an additional claim for an "Order for the Landlord to Comply", she did this in reference to her dispute pertaining to the Two Month Notice, not to address any other issues in the tenancy. Therefore, pursuant to my authority under section 64(3)(c) of the Act, I amended the tenant's application:

- to correct the notice reason selected to "for Landlord's Use"; and
- to exclude the claim related to an "Order for the Landlord to Comply" as this was duplicative of her primary claim disputing the landlord's Two 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 or an order. 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. This tenancy will end at 1:00 p.m. on September 30, 2018, by which time the tenant and any other occupants will have vacated the rental unit.
2. The tenant will not pay rent for the month of August 2018 as per her entitlement to one month's rent as compensation under section 51 of the *Act*.
3. On August 10, 2018, the landlord will issue a cheque to the tenant in the amount of \$100.00 as compensation for the cost of the filing fee for the tenant's application for dispute resolution.
4. On October 1, 2018, the landlord will return the tenant's \$500.00 security deposit, plus an additional \$20.00 for interest payable on the security deposit, for a total of \$520.00. The landlord will provide this payment to the tenant in the form of a bank draft. The landlord will deliver this payment to the tenant in accordance with a time and location arranged by the tenant, within the City's boundaries.
5. Both parties agree that: this tenancy ends by way of the landlord's Two Month Notice with an amended vacancy date of September 30, 2018; and the tenant's application for this dispute resolution in its entirety is cancelled.
6. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application, the landlord's notice,

and all issues currently under dispute at this time, and that they agreed free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the Act, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenant the attached Monetary Order in the amount of \$620.00 to be served on the landlord by the tenant **only** if the landlord fails to pay the **tenant's filing fee of \$100.00 and return her security deposit plus applicable interest in the amount of \$520.00 per the terms of this settlement.** Should the landlord 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.

Further to this, I issue to the landlord the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant fails to vacate the rental unit **by 1:00 p.m. on September 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.

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: August 8, 2018

Residential Tenancy Branch