



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a *2 Month Notice to End Tenancy for Landlord's Use of Property* ("2 Month Notice"). Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

During the hearing the parties reached a mutual agreement in resolution of this dispute. I have recorded the mutual agreement by way of this decision and the Orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing the parties mutually agreed upon the following terms:

1. The 2 Month Notice to End Tenancy for Landlord's Use of Property issued on August 27, 2018 is withdrawn by mutual consent and the tenant is not entitled to any compensation payable to tenants in receipt of a 2 Month Notice.
2. The tenancy shall end pursuant to a mutual agreement to end tenancy effective November 30, 2018.
3. In exchange for ending the tenancy by mutual agreement, the landlord shall compensate the tenant the equivalent of two months of rent, plus one-half of the filing fee paid for this application in the sum of \$1,300.00 as follows:
 - a. The landlord shall deposit/cash the rent cheque issued to him by Income Assistance yesterday and send the \$625.00 to the tenant immediately by way of a cheque or money order via registered mail.
 - b. A further \$675.00 shall be paid to the tenant on November 30, 2018.
4. Without delay the tenant shall obtain documentation from Income Assistance that shows the rent payments made on behalf of the tenant for the benefit months of May 2018 through November 2018 and mail this documentation to the landlord.
5. The move-out inspection shall be scheduled pursuant to the Residential Tenancy Regulations.

6. The tenant shall leave the rental unit vacant, reasonably clean and undamaged on or before November 30, 2018 and return the key(s) to the landlord.
7. The security deposit remains in trust to be administered in accordance with the Act at the end of the tenancy.

The above agreement was made based on the belief that the cheque issued by Income Assistance yesterday was rent for the month of November 2018.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective on November 30, 2018 to serve and enforce if necessary. I also provide the tenant with a Monetary Order for the amount of \$1,300.00 to serve and enforce if necessary.

Conclusion

The parties resolved this dispute by way of a mutual agreement that I have recorded by way of this decision. In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective November 30, 2018. I also provide the tenant with a Monetary Order in the amount of \$1,300.00 to ensure compensation is paid as agreed upon.

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: October 25, 2018

Residential Tenancy Branch