



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M, MNDCT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the *Residential Tenancy Act* (the “*Act*”), to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property, (the “*Notice*”) issued on June 26, 2018, for compensation under the *Act*, and to recover the cost of the filing fee for this application. The matter was set for a conference call.

The Landlord, the Tenant and the Tenant’s advocate attended the hearing and were each affirmed to be truthful in their testimony. All parties were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter is described in this Decision.

Issues to be Decided

- Should the Notice issued on June 26, 2018, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Is the Tenant entitled to compensation under the *Act*?
- Is the Tenant entitled to the return of their filing fee?

Background and Evidence

The parties testified that the tenancy began on June 1, 2013. Rent in the amount of \$850.00 is to be paid by the first day of each month and that the Tenant paid the Landlord a \$462.50 security deposit.

During the hearing, both parties expressed a desire to enter into a mutual agreement to extend the move out date on the Notice.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The tenancy will end, and the Tenant will vacate the unit no later than 1:00 p.m. on October 31, 2018;
2. The Landlord will pay the Tenant, no later than October 31, 2018, the sum of \$850.00; and
3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, an **Order of Possession** dated **October 31, 2018**, is granted to the Landlord to be served on the Tenant in accordance with this agreement. Additionally, a **Monetary Order** in the amount of **\$850.00**, is granted the Tenant to be served on the Landlord in accordance with this agreement.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant a conditional **Order of Possession** to the Landlord to be served on the Tenant effective not later than 1:00 p.m. on October 31, 2018. The Landlord is provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant 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.

I grant a conditional Monetary Order to the Tenant pursuant to Section 67 of the Act for **\$850.00**. The Tenant is provided with this Order in the above terms, and the Landlord must be served with this Order as soon as possible. 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.

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: September 13, 2018

Residential Tenancy Branch