



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FF

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution filed on September 23, 2018, wherein she sought to cancel a notice to end tenancy for landlord's use issued on September 7, 2018 (which was not issued in the approved form), an Order that the Landlord comply with the *Residential Tenancy Act*, the *Regulations*, and the residential tenancy agreement and to recover the filing fee. By Amendment filed on October 15, 2018, the Tenant sought to cancel a 2 Month Notice to End Tenancy for Landlord's Use issued on October 4, 2018 (the "Notice").

Both parties called into the hearing. The Tenant also had her friend, D.Y., in attendance to assist her; similarly, the Landlord had his brother, M.J., in attendance as an interpreter and to assist with the hearing.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The Tenant submitted a copy of the Notice in evidence however only two of three pages were included. The Tenant testified that she only received the first and third page of the Notice. The Landlord failed to submit a copy of the Notice in evidence.

The parties agreed that the second page of the Notice indicated that the Landlord wished to have his two parents, who both have the initials P.S., move into the rental unit.

Settlement and Conclusion

During the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the *Act*, I record their agreement in this my decision and resulting Orders. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The Tenant will vacate the rental unit by no later than 1:00 p.m. on February 28, 2019.
2. The Landlord is entitled to an Order of Possession effective 1:00 p.m. on February 28, 2019. The Landlord must serve the Order on the Tenant. If required, the Landlord may file and enforce the Order in the Supreme Court as an Order of that Court.
3. Pursuant to section 49 and 51 of the *Act*, the Tenant shall not be required to pay rent for February 2019.
4. Should the Landlord not use the rental unit as a residence for his parents, the Tenant shall be at liberty to apply for further monetary compensation pursuant to section 51(2) of the *Act*.
5. The Landlord shall respect the Tenant's right to quiet enjoyment as provided under section 28 of the *Act* and shall not enter the rental unit unless such entry is in accordance with section 29.
6. The Tenant is entitled to recover the filing fee of \$100.00 and as such shall be permitted to reduce her December 2018 rent by \$100.00.

This Decision is final and binding on the parties, except as 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: November 5, 2018

Residential Tenancy Branch