



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC LRE MNDCT OLC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "Notice") pursuant to section 47;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to sections 51 and 67; and
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;

Both parties attended the hearing. The hearing process was explained and parties were given an opportunity to ask any questions about the process. The parties were given a full opportunity to present affirmed testimony, make submissions, and to question the other party on the relevant evidence provided in this hearing.

Settlement

Pursuant to section 63 of the *Act*, I 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.

In order to assist the parties in making an informed decision regarding their obligations when ending a tenancy for landlord's use, I directed the parties to sections 51(1) and 51(1.1) of the *Act* which state:

Tenant's compensation: section 49 notice

51(1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the

landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

51(1.1) A tenant referred to in subsection (1) may withhold the amount authorized from the last month's rent and, for the purposes of section 50 (2), that amount is deemed to have been paid to the landlord.

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 February 17, 2019, by which time the tenant and any other occupant will have vacated the rental unit.
2. In the spirit of complying with section 51 of the *Act*, landlord will pay to the tenant \$373.12 (which represents pro-rated rent for the 11 remaining days of February 2019) on or before February 27, 2019.
3. Both parties agree that this tenancy ends by way of this agreement and the 2 Month Notice to End Tenancy for Landlord's use is cancelled and is of no further force or effect.
4. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.
5. This settlement comprises the full and final resolution of the tenant's application.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the landlord an Order of Possession. The parties agreed that the tenant is to vacate by 1:00 P.M. on February 17, 2019, and the landlord is to serve this Order of Possession immediately and enforce it as early as 1:01 PM on February 17, 2019, should the landlord choose to do so.

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: February 11, 2019

Residential Tenancy Branch