



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL, OLC, FFT

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated February 2, 2019 ("1 Month Notice"), pursuant to section 47;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated February 14, 2019 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the landlord's English language translator and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord's husband also observed the proceedings and assisted the landlord but did not testify. This hearing lasted approximately 46 minutes.

The landlord was in receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant confirmed receipt of the landlord's 1 Month Notice, which indicates no reasons on it, and the 2 Month Notice. The tenant provided copies of both notices. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice and 2 Month Notice.

Settlement Terms

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 and orders. 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. Both parties agreed that this tenancy will end by 1:00 p.m. on June 30, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated February 14, 2019, which the landlord confirmed was issued for her to personally move into the rental unit;
3. The landlord agreed that her 1 Month Notice, dated February 2, 2019, was cancelled and of no force of effect;
4. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The landlord disagreed that the tenant was entitled to one month free rent compensation pursuant to the 2 Month Notice, despite the fact that the landlord agreed that she issued the 2 Month Notice to the tenant, the tenant was moving out pursuant to it, and the landlord intends to move into the unit after the tenant vacates. The tenant stated that she was entitled to the compensation. Accordingly, I notified both parties that I would make a decision with respect to this because they were unable to agree.

I order that the tenant is not required to pay any rent to the landlord for the period from June 1 to 30, 2019, as the tenant is entitled to one month's free rent compensation pursuant to section 51 of the Act and the landlord's 2 Month Notice. This information is indicated on page 2 of the 2 Month Notice provided by the landlord to the tenant.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 2019. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 2019. 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.

The tenant is required to bear the cost of the \$100.00 filing fee paid for this application.

The landlord's 1 Month Notice, dated February 2, 2019, is cancelled and of no force or effect.

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: March 15, 2019

Residential Tenancy Branch