



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR DRI MNDCT**

Introduction

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

- cancel a notice to end tenancy for unpaid rent pursuant to section 46;
- dispute a rent increase pursuant to section 41;
- obtain compensation for damages or loss pursuant to section 67.

The landlord and tenant agreed that during this hearing, they both wanted the additional tenant application heard:

- cancel a 2 month notice for landlord's use pursuant to section 49.

As both parties were in attendance service of documents was confirmed. The tenant confirmed receipt of the landlord's Notice; the landlord confirmed receipt of the tenants' application for dispute resolution and evidence. Based on the testimonies of the parties, I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Settlement

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.

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 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.

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 April 30, 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*, the tenant may withhold rent for the month of April 2019.
3. Both parties agree that this tenancy ends by way of this agreement and the 10 Day Notice dated February 3, 2019, the 10 Day Notice dated March 2, 2019 and the 2 Month Notice to End Tenancy for Landlord's Use dated February 27, 2019 are all cancelled and of no further force or effect.
4. The tenant agrees the monetary award in the amount of \$2,700.00 from the Residential Tenancy Branch arbitration on December 14, 2018 is deemed satisfied in full and the tenant shall not seek enforcement of this monetary order.
5. The landlord agrees that rent for the months of February 2019 and March 2019 are deemed paid in full and the landlord shall not seek compensation for unpaid rent for these 2 months.
6. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.
7. This settlement comprises the full and final settlement of the tenant's application.

Both parties testified that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession. The parties agree that the tenant is to vacate the rental unit by 1:00 P.M. on April 30, 2019, and the landlord is to serve this Order of Possession immediately and enforce it as early as 1:01 PM on April 30, 2019, should the landlord choose to do so.

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 19, 2019

Residential Tenancy Branch