



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on March 15, 2019 (the “Application”). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated March 09, 2019 (the “One Month Notice”).

The Tenant filed an amendment to the Application to dispute a Two Month Notice to End Tenancy for Landlord’s Use of Property dated March 23, 2019 (the “Two Month Notice”).

The Tenant appeared at the hearing with her son and support worker. The Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and

binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

I answered the parties' questions in relation to the above and both agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The One Month Notice is cancelled.
2. The Two Month Notice is cancelled.
3. The tenancy will end and the Tenant will vacate the rental unit no later than 1:00 p.m. on September 02, 2019.
4. The Landlord agrees the Tenant can vacate the rental unit prior to September 02, 2019. The Tenant must advise the Landlord prior to vacating the rental unit. However, the Landlord does not require any particular notice period and agrees to the Tenant vacating on short notice.
5. The Tenant is entitled to one month of free rent.
6. All other rights and obligations of the parties under the tenancy agreement will continue until the tenancy is ended.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

During the hearing, I read section 51 of the *Act* and the compensation requirements to the parties. The Landlord sought to withdraw or cancel the Two Month Notice. The Tenant agreed to this. The Tenant acknowledged that she was agreeing that the

compensation requirements set out in section 51 of the *Act* would not apply, other than as addressed in the settlement agreement set out above, given the Two Month Notice was being withdrawn or cancelled.

The Landlord wanted the Tenant to vacate earlier. The Tenant and Landlord agreed on the date set out in the settlement agreement. However, the Tenant advised that she is actively looking for new housing and will vacate the rental unit prior to September 02, 2019 if possible. The Landlord said he would be happy if the Tenant vacated earlier and that he does not require 30 days notice and does not require any particular notice period. The parties acknowledged that the Tenant will pay rent while in the rental unit, subject to clause 5 in the settlement agreement, but will no longer be responsible for paying rent once she has vacated if this occurs prior to September 02, 2019.

The Landlord is granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on September 02, 2019. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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 *Act*.

Dated: May 03, 2019

Residential Tenancy Branch