



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL

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

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 2 Month Notice) pursuant to section 66;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;

Both parties attended the hearing via conference call and provided testimony.

At the outset, the tenant stated that she wished to vacate the rental unit if the landlord would allow her to stay until May 31, 2019.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on May 31, 2019, by which time the tenant will have vacated the rental unit.

The landlords agreed to withdraw the 2 Month Notice to End Tenancy for Landlord's use dated February 26, 2019.

The tenant agreed to cancel the application for dispute filed March 14, 2019.

The tenants agreed to pay to the landlord \$500.00 (May 2019 unpaid rent) for rent arrears, by the end of May 7, 2019.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

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.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on May 31, 2019. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary order in the landlords favour in the amount of \$500.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant(s) does not abide by the terms of the above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

As the matter of the security deposit for this tenancy was not discussed by the parties at this hearing, the parties are bound by the provisions of the Act with respect to the return of any security deposit or pet damage deposit that is held by the landlord(s).

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: May 07, 2019

Residential Tenancy Branch