



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, LAT, LRE, MNDCT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on October 24, 2019 (the “Application”). The Tenant applied as follows:

- To dispute a Two Month Notice to End Tenancy for Landlord’s Use of Property dated October 15, 2019 (the “Two Month Notice”);
- For authorization to change the locks to the rental unit;
- To suspend or set conditions on the Landlord's right to enter the rental unit; and
- For compensation for monetary loss or other money owed.

The Tenant filed an amendment increasing the compensation sought from \$2,000.00 to \$12,500.00 as “payout for lease” and return of the security deposit.

The Tenant appeared at the hearing with A.H. as an advocate. The Landlord appeared at the hearing. I explained the hearing process to the parties. The parties provided affirmed testimony.

Pursuant to rule 2.3 of the Rules of Procedure (the “Rules”), I advised the Tenant I would consider the dispute of the Two Month Notice and dismiss the remaining requests from the original Application as they are not sufficiently related to the dispute of the Two Month Notice. I also dismissed the original request for \$2,000.00 compensation as the Tenant did not adequately outline what this was for in the Application. These requests are dismissed with leave to re-apply. This does not extend any time limits set out in the *Residential Tenancy Act* (the “Act”).

Given the agreement reached between the parties, the Tenant withdrew the request for \$12,500.00 as “payout for lease”. I dismissed the Tenant’s request for return of the security deposit as premature as the tenancy is not ending until August of 2020. This request is dismissed with leave to re-apply. This does not extend any time limits set out in the *Act*.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Landlord confirmed receipt of the hearing package. The Landlord could not confirm receipt of the Tenant’s evidence. The only evidence the Tenant submitted was the tenancy agreement and Two Month Notice and therefore the Landlord did not take issue with admissibility of these. The Tenant confirmed receipt of the Landlord’s evidence.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy started September 01, 2019 and is for a fixed term ending August 01, 2020.

The Two Month Notice has an effective date of December 31, 2019. The grounds for the Two Month Notice are that the Landlord or a close family member will occupy the rental unit.

Pursuant to section 49(2)(a) of the *Act*, I advised the Landlord that the fixed term tenancy could not be ended early. The Landlord advised that she now knows this. I asked the Landlord what she wanted to do with the Two Month Notice. The Landlord advised that she wanted to uphold it with an effective date of August 01, 2020, the end of the fixed term.

I asked the Tenant whether she was still disputing the Two Month Notice given the effective date would be August 01, 2020. The Tenant advised she was fine with vacating at the end of the fixed term.

Given the position of the parties, I raised the possibility of settlement pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute.

I advised the parties that settlement discussions are voluntary. Both parties agreed to resolve this matter through a settlement agreement.

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. The parties confirmed they understood the settlement agreement would become a final and legally binding agreement and neither party could change their mind about it later.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Two Month Notice is valid. The tenancy is ending pursuant to the Two Month Notice. The effective date of the Two Month Notice is automatically changed to August 01, 2020, the end of the fixed term, pursuant to section 53 of the *Act*. The tenancy will end and the Tenant will vacate the rental unit no later than 1:00 p.m. on August 01, 2020.
2. The Tenant withdraws the dispute of the Two Month Notice.
3. The Tenant is entitled to one month free rent pursuant to section 51(1) of the *Act* and the Tenant is permitted to withhold rent for July of 2020.

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

I note that all rights and obligations of the Landlord and Tenant under the tenancy agreement will continue until 1:00 p.m. on August 01, 2020.

I outlined for the parties during the hearing the compensation requirements relating to the Two Month Notice pursuant to section 51 of the *Act* including the Tenant's ability to seek compensation from the Landlord if the Landlord does not follow through with the stated purpose of the Two Month Notice.

The Landlord is granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on August 01, 2020. 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: December 12, 2019

Residential Tenancy Branch