



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OPL, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a *2 Month Notice to End Tenancy for Landlord's Use of Property* ("2 Month Notice") issued on June 24, 2020 and a landlord's application for an Order of Possession based on that same 2 Month Notice.

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

I confirmed the parties had exchanged their respective proceeding packages, including evidence. I explained the hearing process to the parties and permitted the parties the opportunity to ask questions.

During the hearing, I facilitated a mutual agreement between the parties in resolution of their dispute. I have recorded the terms of their agreement by way of this decision and the orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing the parties reached a mutual agreement in resolution of their dispute, with the following terms:

1. The tenancy shall end pursuant to a mutual agreement to end tenancy effective November 30, 2020 and the 2 Month Notices issued on June 24, 2020, July 20, 2020 and July 24, 2020 are withdrawn.
2. The tenant shall not be entitled to any compensation payable under section 51 of the Act.
3. The tenant has filed Applications for Dispute Resolution with respect to the July 20, 2020 and July 24, 2020 Notices to End Tenancy (file numbers referenced on the cover page of this decision). Those applications are still in the screening process and have not been set for hearing at the time of this proceeding; however, those applications are withdrawn and there shall be no hearing(s) with respect to those Notices to End Tenancy.
4. The tenant shall undertake his best efforts to find alternative rental accommodation, with time being of the essence, and the tenant may end the tenancy earlier than November 30, 2020 by giving no or little advance notice to the landlord at no consequence to the tenant.
5. Should the tenant vacate the rental unit during a month, but had paid rent for the entire month, the landlord shall refund pro-rated rent to the tenant for days the tenant was not in possession of the rental unit.
6. The landlord shall be provided an Order of Possession with an effective date of November 30, 2020; however, the landlord will extend the possession date to December 31, 2020 should the tenant request it and the tenant demonstrates to the landlord that he has been taking reasonable steps to obtain new rental accommodation. Proof the tenant is seeking new rental accommodation may be demonstrated by the tenant making postings on bulletin boards, internet sites such as Craigslist, Kijiji, UsedCampbell, and the like.
7. The landlord may also post a want- ad for rental accommodation, but without naming the tenant with a view to discovering available rental units.
8. Where the landlord becomes aware of any available rental accommodation in the area, the landlord shall forward that information to the tenant via the tenant's email address.
9. The landlord shall provide references to prospective landlords for the tenant that provide the same favourable remarks the landlord had previously provided for the tenant.

10. Upon vacating the rental unit, the landlord shall pay the tenant \$100.00 to compensate him, in part, for the numerous Applications for Dispute Resolution he has filed in response to the several Notices to End Tenancy the landlord has served upon him. The tenant shall be provided Monetary Order in the amount of \$100.00 to ensure payment is made.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on November 30, 2020. I also provide the tenant with a Monetary Order in the amount of \$100.00.

Conclusion

The parties reached a mutual agreement in resolution of their dispute. I have recorded the terms of their agreement in this decision and I have issued orders to each party in recognition of the terms of settlement.

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: August 13, 2020

Residential Tenancy Branch