



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNQ

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit, dated August 1, 2020 ("2 Month Notice"), pursuant to section 49.1.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 37 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant confirmed receipt of the landlord's 2 Month Notice. Both parties agreed that the effective move-out date on the notice is October 1, 2020. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice.

During the hearing, both parties agreed that the tenant does not live in a subsidized rental unit and that the landlord issued the 2 Month Notice to the tenant for the wrong reason.

Settlement Terms

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 and orders. 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. Both parties agreed that this tenancy will end by 1:00 p.m. on October 15, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 2 Month Notice, dated August 1, 2020, is cancelled and of no force or effect;
3. Both parties agreed that the tenant is not required to pay any rent to the landlord for the period from September 1 to 30, 2020, which has already been enforced by both parties;
4. Both parties agreed that the tenant will pay rent of \$325.00 to the landlord by October 1, 2020, which the landlord agreed to accept towards rent for the period from October 1 to 15, 2020;
5. Both parties agreed that the tenant's security deposit of \$300.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

I order both parties to comply with all of the above settlement terms.

The landlord's 2 Month Notice, dated August 1, 2020, is cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 15, 2020. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 15, 2020. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order that the tenant is not required to pay any rent to the landlord for the period from September 1 to 30, 2020, which has already been enforced by both parties.

I order the tenant to pay rent of \$325.00 to the landlord by October 1, 2020.

The tenant's security deposit of \$300.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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: September 28, 2020

Residential Tenancy Branch