



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **OLC, CNL-MT, FFT**

### **Introduction**

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

- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62;
- An order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property pursuant to section 49;
- A request for more time to cancel a Notice to End Tenancy pursuant to section 66; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing and the landlord attended the hearing with an agent, AS. The landlord acknowledged being served with the tenant's Application for Dispute Resolution and stated he had no issues with timely service of documents.

### **Background and Evidence**

The parties agree that the named landlord no longer owns the rental unit. The landlord's agent confirmed that they were the tenant's landlord at the time the notice to end tenancy was served and that the tenant was not yet compensated with the equivalent of one month's rent. The new owner of the rental unit currently holds the tenant's security deposit.

### **Settlement Reached**

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 or an order. 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. The landlord agrees that the notice to end tenancy issued on November 4, 2020 is amended to show an effective (move-out) date of April 30, 2021.
2. The tenant acknowledges the notice to end tenancy is valid and agrees to vacate the rental unit by 1:00 p.m. on April 30, 2021.
3. The landlord will pay to the tenant the equivalent of one month's rent in the amount of \$1,547.00 in accordance with section 51(1) of the *Act*.
4. The tenant retains the right to seek compensation from the landlord, the purchaser, or both under section 51(2) should she choose to do.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the filing fee will not be recovered.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as **1:00 p.m. on April 30, 2021** should the landlord be required to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the tenant's favour in the amount of **\$1,547.00**.

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: April 12, 2021

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Residential Tenancy Branch