



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to section 49; and
- authorization to recover filing fee from the landlord pursuant to section 72.

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.

The parties affirmed they were not recording the proceedings and understood that hearing recording by the parties is not allowed as per the Rules of Procedure (the Rules).

Preliminary matter #1 – Landlord's name

The parties confirmed that the tenancy agreement names the Landlord's husband HSB, however HKB is the legal Landlord. With the parties' agreement and as per Rule 4.2, I amend the application to reflect the correct Landlord, as reflected in the style of cause.

Settlement Agreement

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 on the following issues:

- The Tenant accepts the Landlord's two months notice for Landlord's use of property.
- The parties agree to extend the effective date of the notice and the tenancy will end on July 15, 2022.
- The Tenant and any other occupant will vacate the rental unit on July 15th, 2022 at 1:00 pm.
- The Tenant will pay June's rent \$750.00 and half of July's rent \$375.00 as per the current tenancy agreement.
- The Landlord agrees that the Tenant does not owe May's rent as it is granted as the Tenant's entitlement to one month rent as per section 51 (1) of the Act.

Both parties testified that they understood and agreed to the above terms, free of any duress or coercion and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The Landlord's and Tenant's rights and responsibilities pursuant to the Act and regulations continue for the duration of the tenancy, and either party may make a claim related to the tenancy up to two years after the tenancy ends.

Conclusion

The parties reached a settlement agreement. To give effect to the settlement between the parties, and as discussed at the hearing, I issue:

- 1) An order of possession which requires that the Tenant provide vacant possession of the rental unit to the Landlord by 1:00 pm on July 15, 2022.
- 2) A monetary order ordering the Tenant **Sherry Gibson** to pay the Landlord **Harbax Kaur Bansi** \$750.00 by June 1, 2022 (representing June's rent) and \$375 on July 1, 2022 (representing partial rent for July 1 to 15).

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 27, 2022

Residential Tenancy Branch