



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **FFT, CNL**

### **Introduction**

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a Two Month Notice to End Tenancy for Landlord's use ("Two Month Notice") pursuant to section 49;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Both parties attended and had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained. No issues of service were raised.

### **Delivery of Decision**

Each party confirmed their email address to which a copy of the Decision will be sent.

### **Settlement**

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or Order(s).

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

**The parties agreed as follows:**

1. Pursuant to the Two Month Notice to End Tenancy for Landlord's Use served upon the tenant by the landlord, the tenancy between the parties will end at 1:00 PM on August 1, 2022, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The landlord acknowledged owing \$950.00 to the tenant being one month's rent as compensation payable under section 51(1). The landlord agreed to pay the tenant this amount to be received by her by 5:00 PM on July 27, 2022.
3. The issue of the return of the security deposit will be dealt with at the end of the tenancy and the parties agreed the condition inspection shall take place at 1:00 PM on August 1, 2022.
4. In compliance with section 38(1), the landlord acknowledged receipt of the tenant's forwarding address provided during the hearing.
5. In support of this settlement and with the agreement of both parties, I grant the following:
  1. Order of Possession to the landlord effective 1:00 PM on August 1, 2022;  
*and*
  2. Monetary Order to the tenant in the amount of \$950.00 pursuant to the above terms.

The Order(s) (s) must be read in conjunction with the above settlement agreement and **the landlord must not seek to enforce the Order(s) of Possession** on the tenant unless the tenant fails to meet the conditions of this agreement.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy. Should the parties fail to comply with these Order(s) s, the Order(s) s may be filed and

enforced as an Order(s) of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

### Conclusion

The Application for Dispute Resolution for settled on the above terms of settlement.

Pursuant to the above settlement, I issue the following Order(s):

1. Order of Possession to the landlord effective 1:00 PM on August 1, 2022; and
2. Monetary Order to the tenant in the amount of \$950.00 pursuant to the above terms.

The Order(s) must be served. The Order(s) may be enforced in the Courts of the Province of BC.

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: July 22, 2022

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Residential Tenancy Branch