



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC LTD CO JUSTIN MANDAIR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenants applied for cancellation of the Two Month Notice to End Tenancy for Landlord's Use (the Notice), issued pursuant to section 49.

Tenant DV and landlord JM (the landlord) attended the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand the parties are not allowed to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5,000.00."

Settlement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of the issue listed in this application for dispute resolution:

1. The only tenant is DV and the rental unit is the upper unit.
2. Tenant DV agrees to provide the landlord with vacant possession of the subject rental property on September 30, 2022 at 1:00 P.M.

3. The tenancy is ending because of the 2 month notice to end tenancy served on March 28, 2022.
4. Tenant DV will not pay rent on September 01, 2022 as compensation under section 51(1) of the Act.
5. The landlord will pay tenant DV the amount of \$650.00 by August 12, 2022 via electronic transfer as extra compensation for the end of the tenancy. DV's email address is recorded on the cover page of this decision.
6. The parties will address the security deposit in accordance with section 38 of the Act.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I issue an order of possession to the landlord, which is to take effect on September 30, 2022 at 1:00 P.M. The landlord is provided with this order in the above terms and must serve it on tenant DV in accordance with the Act. If tenant DV fails to comply with this Order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I grant tenant DV a monetary order in the amount of \$650.00. The monetary order for the August 12, 2022 payment may be enforced if the landlord defaults on the August 12, 2022 payment. If the landlord fails to comply with this order tenant DV may file the order in the Provincial Court (Small Claims) to be enforced as an order of that Court.

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 11, 2022

Residential Tenancy Branch