



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNETC, FFT

### Introduction

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

- one month free rent compensation of \$950.00 because the landlord ended the tenancy pursuant to a Two Month Notice to End Tenancy for Landlord's Use of Property, dated December 1, 2021 ("2 Month Notice"), pursuant to section 51;
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the tenant 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 21 minutes from 1:30 p.m. to 1:51 p.m.

The landlord and the tenant confirmed their names and spelling. The landlord provided his mailing address, and the tenant provided his email address for me to send this decision to both parties after this hearing.

The landlord confirmed that he owns the rental unit, and he provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party. At the outset of this hearing, the landlord and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. They had an opportunity to ask questions. Both parties confirmed that they wanted to proceed with this hearing and settle this application. Neither party made any adjournment or accommodation requests.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to add the first name of the tenant and to correct the spelling of the landlord's first name. Both parties consented to both amendments during this hearing. I find no prejudice to either party in making both amendments.

The tenant confirmed receipt of the landlord's 2 Month Notice. A copy of the notice was provided for this hearing. Both parties agreed that the effective move-out date on the notice is February 1, 2022. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice. Both parties agreed that the landlord identified the following reason for seeking an end to this tenancy on page 2 of the notice:

- *The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).*
- *Please indicate which family member will occupy the unit.*
  - *The child of the landlord or landlord's spouse.*

During this hearing, the landlord repeatedly stated that he had claims for damages against the tenant and he was going to file a future RTB application and pay a filing fee of \$100.00, in order to recover a monetary order from the tenant. I was required to repeatedly inform the landlord that he did not file an RTB application to be heard together with the tenant's application at this hearing, so I could not deal with any of the landlord's monetary claims against the tenant. I informed the landlord that this hearing was to determine the tenant's monetary claims against the landlord because the tenant filed an RTB application and paid a filing fee for same. The landlord confirmed his understanding of same.

### Settlement Terms

Pursuant to section 63 of the *Act*, 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 this 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 the tenant is entitled to one-month free rent compensation of \$950.00, pursuant to the landlord's 2 Month Notice and section 51 of the *Act*;
2. The landlord agreed to pay the tenant \$1,050.00, by e-transfer by August 19, 2022;
  - a. Both parties agreed that \$950.00 of the above amount is for the one-month free rent compensation pursuant to the 2 Month Notice;
  - b. Both parties agreed that \$100.00 of the above amount is for the filing fee that the tenant paid for this application;
  - c. Both parties verbally confirmed the tenant's email address during this hearing, to facilitate the above e-transfer;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application.

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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 21-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail.

### Conclusion

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

In order to implement the above settlement reached between the parties and as discussed with both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$1,050.00, against the landlord. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$1,050.00 as per condition #2 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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 15, 2022

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Residential Tenancy Branch