



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, OLC, FFT

### Introduction

This hearing dealt with the Tenant's application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a Two Month Notice to End Tenancy for Landlord's Use dated July 27, 2022 (the "Two Month Notice") pursuant to section 49;
- an order that the Landlord comply with the Act, the regulations, or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the Landlord pursuant to section 72.

The Tenant, the Landlord, and the Landlord's agent JO attended this hearing.

### 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.

The parties agreed to the following final and binding settlement of the issues under dispute in this application:

1. The effective date of the Two Month Notice is extended to December 31, 2022. The Tenant and any other occupant will vacate the rental unit by 8:00 pm on December 31, 2022.
2. The Tenant is authorized to withhold payment of rent for the month of November 2022 as the Tenant's compensation under section 51(1) of the Act.
3. The Tenant may end the tenancy on November 30, 2022 by giving the Landlord notice in writing on or before November 23, 2022.
4. If the Tenant does not give the Landlord notice in accordance with clause 3 above or does not vacate the rental unit by November 30, 2022, the Tenant will pay rent for the month of December 2022 to the Landlord.
5. The Landlord will provide the Tenant with a reference letter signed by the Landlord and JO.
6. The Tenant's security deposit and pet damage deposit will be dealt with in accordance with the Act, the regulation, and the parties' tenancy agreement.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as final, binding, and enforceable, which settle the issues raised on this application only.

For the parties' reference, section 51(1) of the Act states as follows:

**Tenant's compensation: section 49 notice**

51(1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

I take this opportunity to further remind the parties that their rights and responsibilities under the Act, the regulation, their tenancy agreement continue for the duration of the tenancy. Pursuant to section 60 of the Act, either party may make claims related to the tenancy within two years of the date that the tenancy ends.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application and make no order regarding the filing fee.

To give effect to the settlement reached between the parties and as discussed at the hearing, I grant the Landlord an Order of Possession which orders that the Tenant provide vacant possession of the rental unit to the Landlord by **8:00 pm on December 31, 2022**. This Order may be served upon the Tenant, filed with the Supreme Court of British Columbia, 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: November 10, 2022

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Residential Tenancy Branch