



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-MT

Introduction

This hearing was convened as a result of the Tenant's application under the Residential Tenancy Act (the "Act") for:

- disputing a Two Month Notice to End Tenancy for Landlord's Use of Property dated July 27, 2022 (the "Two Month Notice") pursuant to section 49; and
- more time to dispute the Two Month Notice pursuant to section 66.

The Landlord and the Tenant 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 January 31, 2023. The Tenant and any other occupant will vacate the rental unit by 1:00 pm on January 31, 2023.

2. The parties agree that the Tenant received one month's free rent for September 2022 as the Tenant's compensation under the Two Month Notice and section 51(1) of the Act.
3. The Tenant acknowledges that she owes rent to the Landlord for the months of October, November, December 2022 and January 2023 in the total amount of $\$900.00 \times 4 \text{ months} = \$3,600.00$ (the "Rent Arrears"). The parties agree that the Tenant does not owe any other rent to the Landlord.
4. The Landlord is authorized to retain the Tenant's \$450.00 security deposit in partial satisfaction of the Rent Arrears.

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

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

To give effect to the above settlement and as further agreed to by the parties during 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 **1:00 pm on January 31, 2023**. This Order may be served upon the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

- I grant the Landlord a Monetary Order for the Tenant to pay the Landlord **\$3,150.00** for the balance of the Rent Arrears. This Order may be served on the Tenant, filed in the Provincial 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: January 06, 2023

Residential Tenancy Branch