



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for an order cancelling the Two Month Notice to End Tenancy for Landlord's Use of Property (Notice/2 Month Notice) issued by the landlord and recovery of the cost of the filing fee.

The tenant, the landlord, the landlord's spouse and their translator/interpreter were present for the hearing and the hearing process was explained. The parties were affirmed, and the hearing proceeded, with evidence first from the landlord followed by the tenant's response.

At the conclusion of the hearing, a mediated discussion was held. This discussion resulted in the settlement of the issues.

Mutual Settlement and Conclusion

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the tenant's application or the landlord's Notice.

The parties were informed that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The tenancy shall end on or before 1:00 p.m. on January 31, 2023.
2. The tenant agrees to vacate the rental unit on or before 1:00 p.m. on January 31, 2023.

3. The landlord is granted an Order of Possession (Order) effective at 1:00 p.m. on January 31, 2023, which becomes enforceable should the tenant fail to vacate the rental unit by the agreed upon date and time.
4. The landlord agrees to pay the tenant the compensation she is entitled to under section 51(1) of the Act, the equivalent of one month's rent. The landlord agrees that he will pay the tenant the amount of \$2,080 by e-transfer by January 31, 2023.

I **ORDER** the parties to comply with the terms of this mutual settlement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. **The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act.** Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy through dispute resolution.

As the matters were settled, I do not award the tenant recovery of the filing fee.

The landlord is reminded that the order of possession is not enforceable earlier than the effective date and time and that they may not seek enforcement earlier.

As it appears the tenant received only the first 2 pages of the 4-page, 2 Month Notice from the landlord, I remind and inform the parties of section 51(1) of the Act, as follows, with emphasis added:

(2) Subject to subsection (3), the landlord or, if applicable, the purchaser who asked the landlord to give the notice must pay the tenant, in addition to the amount payable under subsection (1), **an amount that is the equivalent of 12 times the monthly rent payable under the tenancy agreement** if the landlord or purchaser, as applicable, does not establish that

(a) the stated purpose for ending the tenancy was accomplished within a reasonable period after the effective date of the notice, and

(b) the rental unit, except in respect of the purpose specified in section 49 (6) (a), has been used for that stated purpose **for at least 6 months' duration**, beginning within a reasonable period after the effective date of the notice.

This decision containing the recorded mutual settlement 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: January 10, 2023

Residential Tenancy Branch