



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL

### Introduction

This hearing was convened as a result of the Tenant's application under section 49 of the *Residential Tenancy Act* (the "Act") to cancel a Two Month Notice to End Tenancy for Landlord's Use dated August 16, 2022 (the "Two Month Notice").

The Landlord and the Tenant attended this hearing and gave affirmed testimony.

### 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 May 31, 2023. The Tenant and any other occupant will vacate the rental unit by 1:00 pm on May 31, 2023.
2. The Tenant is authorized to withhold payment of rent for the month of May 2023 as the Tenant's compensation under section 51(1) of the Act.

3. The Tenant may end the tenancy before May 31, 2023 by giving the Landlord at least 10 days' written notice and by paying to the Landlord the proportion of the rent due to the effective date of the Tenant's notice in accordance with section 50 of the Act. If the Tenant does so and vacates by the date of the Tenant's notice, the Landlord will pay the Tenant compensation under section 51(1) of the Act on or before the effective date of the Tenant's notice (and will pro-rate the section 51(1) compensation based on the number of unused days left in May 2023 if applicable).
4. The Tenant's security deposit will be dealt 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.

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 and any other occupants provide vacant possession of the rental unit to the Landlord by

**1:00 pm on May 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.

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: February 09, 2023

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Residential Tenancy Branch