



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding a tenancy.

The tenant applied on January 26, 2023 for:

- dispute of a Two Month Notice to End Tenancy for Landlord's Use of Property, dated January 12, 2023 (the Two Month Notice); and
- the filing fee.

The hearing was attended by the tenant and the landlord, who were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Settlement

Pursuant to section 63 of the Act, the 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.

I advised the parties there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I would hear testimony and make a decision based on the evidence before me. The parties were able to turn their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following binding settlement terms:

- 1) The tenant will vacate the rental unit by May 31, 2023 at 1:00 p.m.
- 2) Rent owing for February, March, and April 2023 is \$5,481.00.
- 3) The tenant's one month compensation for being served the Two Month Notice will be applied to the May 2023 rent.
- 4) The parties agreed the tenant paid \$2,261.47 for appliances.
- 5) The security deposit of \$800.00 will be applied to the April 2023 rent.
- 6) The tenant will pay the landlord \$2,419.53 by April 1, 2023.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion, and that this was a full and final resolution of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

In support of the settlement, and with the agreement of the parties, I grant the landlord an order of possession effective at 1:00 p.m. on May 31, 2023.

Conclusion

The tenant's application is dismissed.

In support of the parties' agreement, I grant the landlord an order of possession effective at 1:00 p.m. on May 31, 2023.

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: March 10, 2023

Residential Tenancy Branch