



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a Two Month Notice to End Tenancy For Landlord's Use of Rental Property, pursuant to section 49 (the Two Month Notice);
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All named parties attended the hearing. During the hearing, the parties were successful in resolving this dispute by mutual agreement.

Terms of 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant and landlord reached a mutual agreement to **end this tenancy** *no later* than **1:00 p.m. on September 1, 2023**, and, the landlord will be granted an **Order of Possession** effective this date.

2. The tenant is entitled to the equivalent of one month rent free under section 51(1) of the Act and the tenant shall be entitled to apply that to the month of August 2023.
3. The tenant may end the tenancy early by providing the landlord with at least 10 day's written notice to end the tenancy on a date that is earlier than September 1, 2023 pursuant to section 50 of the Act. A notice under this section does not affect the tenant's right to compensation under section 51 of the Act, including the one-month free rent.
4. The tenant retains the right under section 51(2) of the Act to claim against the landlord if:
 - a) steps have not been taken, within a reasonable period after the effective date of the notice, to accomplish the stated purpose for ending the tenancy, or
 - b) the rental unit is not used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.
5. In addition to the above, in order to assist with moving costs, the landlord agrees to pay to the tenant **\$800.00** immediately upon the tenant vacating the rental unit provided the tenant provides vacant possession on or before **1:00 p.m. on September 1, 2023**.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that the above terms comprise the full and final settlement of all aspects of this dispute. The tenant agrees that no further action shall be taken by the tenant pertaining to this dispute with the Residential Tenancy Branch, or any other Administrative Tribunal, or Provincial or Supreme Court of British Columbia.

This Decision and Settlement Agreement is final and binding on both parties.

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on September 1, 2023**. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: April 25, 2023

Residential Tenancy Branch